
State: Arkansas **Filing Company:** AXA Equitable Life Insurance Company
TOI/Sub-TOI: A02.11 Individual Annuities- Deferred Non-Variable and Variable/A02.11.002 Flexible Premium
Product Name: Retirement Cornerstone 13
Project Name/Number: Retirement Cornerstone 13/ICC12RC13DP-B

Filing at a Glance

Company: AXA Equitable Life Insurance Company
Product Name: Retirement Cornerstone 13
State: Arkansas
TOI: A02.11 Individual Annuities- Deferred Non-Variable and Variable
Sub-TOI: A02.11.002 Flexible Premium
Filing Type: Form
Date Submitted: 12/03/2012
SERFF Tr Num: ELAS-128793192
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: ICC12RC13DP-B

Implementation: 01/15/2013
Date Requested:
Author(s): Frank E Fernandez, Robert Palermo
Reviewer(s): Linda Bird (primary)
Disposition Date: 12/10/2012
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

State: Arkansas
TOI/Sub-TOI: A02.11 Individual Annuities- Deferred Non-Variable and Variable/A02.11.002 Flexible Premium
Product Name: Retirement Cornerstone 13
Project Name/Number: Retirement Cornerstone 13/ICC12RC13DP-B

Filing Company: AXA Equitable Life Insurance Company

General Information

Project Name: Retirement Cornerstone 13
Project Number: ICC12RC13DP-B
Requested Filing Mode: Review & Approval
Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:

Status of Filing in Domicile: Not Filed
Date Approved in Domicile:
Domicile Status Comments:
Market Type: Individual
Individual Market Type:
Filing Status Changed: 12/10/2012
State Status Changed: 12/10/2012
Created By: Robert Palermo
Corresponding Filing Tracking Number:

Deemer Date:
Submitted By: Robert Palermo

Filing Description:
Please see attached filing letter for details.

Company and Contact

Filing Contact Information

Gregory Prato, Assistant Vice President
1290 Avenue of the Americas,
14th Floor
New York, NY 10104

greg.prato@axa-equitable.com
212-314-5710 [Phone]
212-314-3380 [FAX]

Filing Company Information

AXA Equitable Life Insurance
Company
1290 Avenue of the Americas, 14-
10
New York,, NY 10104
(212) 314-2921 ext. [Phone]

CoCode: 62944
Group Code: 968
Group Name:
FEIN Number: 13-5570651

State of Domicile: New York
Company Type: LIFE
Insurance
State ID Number:

Filing Fees

Fee Required? Yes
Fee Amount: \$1,050.00
Retaliatory? No
Fee Explanation: \$50.00 per form (21) = \$1,050
Per Company: No

Company	Amount	Date Processed	Transaction #
AXA Equitable Life Insurance Company	\$1,050.00	12/03/2012	65381334

SERFF Tracking #:	ELAS-128793192	State Tracking #:		Company Tracking #:	ICC12RC13DP-B
State:	Arkansas	Filing Company:	AXA Equitable Life Insurance Company		
TOI/Sub-TOI:	A02.11 Individual Annuities- Deferred Non-Variable and Variable/A02.11.002 Flexible Premium				
Product Name:	Retirement Cornerstone 13				
Project Name/Number:	Retirement Cornerstone 13/ICC12RC13DP-B				

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/10/2012	12/10/2012

SERFF Tracking #:

ELAS-128793192

State Tracking #:

Company Tracking #:

ICC12RC13DP-B

State: Arkansas
TOI/Sub-TOI: A02.11 Individual Annuities- Deferred Non-Variable and Variable/A02.11.002 Flexible Premium
Product Name: Retirement Cornerstone 13
Project Name/Number: Retirement Cornerstone 13/ICC12RC13DP-B

Filing Company: AXA Equitable Life Insurance Company

Disposition

Disposition Date: 12/10/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statements of Variability		Yes
Supporting Document	Compliance Certification		Yes
Supporting Document	Filing Letter		Yes
Form	B Share Data Pages		Yes
Form	L Share Data Pages		Yes
Form	CP Share Data Pages		Yes
Form	TGAP 1 Data Pages		Yes
Form	TGAP 2 Data Pages		Yes
Form	TGAP 3 Data Pages		Yes
Form	GUARANTEED MINIMUM INCOME BENEFIT RIDER		Yes
Form	"GREATER OF" DEATH BENEFIT RIDER		Yes
Form	HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER		Yes

SERFF Tracking #:

ELAS-128793192

State Tracking #:

Company Tracking #:

ICC12RC13DP-B

State: Arkansas

Filing Company:

AXA Equitable Life Insurance Company

TOI/Sub-TOI: A02.11 Individual Annuities- Deferred Non-Variable and Variable/A02.11.002 Flexible Premium

Product Name: Retirement Cornerstone 13

Project Name/Number: Retirement Cornerstone 13/ICC12RC13DP-B

Schedule	Schedule Item	Schedule Item Status	Public Access
Form	HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER		Yes
Form	RETURN OF PRINCIPAL DEATH BENEFIT RIDER		Yes
Form	Terminate/Change Optional Rider Endorsement		Yes
Form	ENDORSEMENT APPLICABLE TO THE ASSET TRANSFER PROGRAM ("ATP")		Yes
Form	ENDORSEMENT APPLICABLE TO CREDITS and EARNINGS BONUSES		Yes
Form	ENDORSEMENT APPLICABLE TO NON-QUALIFIED CONTRACTS		Yes
Form	ENDORSEMENT APPLICABLE TO TRADITIONAL IRA CONTRACTS		Yes
Form	ENDORSEMENT APPLICABLE TO ROTH IRA CONTRACTS		Yes
Form	ADL Application		Yes
Form	Advisors Application		Yes
Form	ADL Farmers Application		Yes
Form	Chase Application		Yes

State: Arkansas

Filing Company:

AXA Equitable Life Insurance Company

TOI/Sub-TOI: A02.11 Individual Annuities- Deferred Non-Variable and Variable/A02.11.002 Flexible Premium

Product Name: Retirement Cornerstone 13

Project Name/Number: Retirement Cornerstone 13/ICC12RC13DP-B

Form Schedule

Lead Form Number: ICC12RC13DP-B

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		B Share Data Pages	ICC12RC13 DP-B	DDP	Initial			DDP - ICC - RC 13 B Share-Clean.pdf
2		L Share Data Pages	ICC12RC13 DP-L	DDP	Initial			DDP - ICC - RC 13 L Share-Clean.pdf
3		CP Share Data Pages	ICC12RC13 DP-CP	DDP	Initial			DDP - ICC - RC 13 CP Share-Clean.pdf
4		TGAP 1 Data Pages	ICC12TGAP 1	DDP	Initial			DDP - ICC - ICC12TGAP1.pdf
5		TGAP 2 Data Pages	ICC12TGAP 2	DDP	Initial			DDP - ICC - ICC12TGAP2.pdf
6		TGAP 3 Data Pages	ICC12TGAP 3	DDP	Initial			DDP - ICC - ICC12TGAP3.pdf
7		GUARANTEED MINIMUM INCOME BENEFIT RIDER	ICC12GMIB RC13	POLA	Initial			RID - ICC - ICC12GMIBRC13_clean rev 11 27.pdf
8		"GREATER OF" DEATH BENEFIT RIDER	ICC12GMD BGRRC13	POLA	Initial			RID - ICC - ICC12GMDBGRR C13_clean.pdf
9		HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER	ICC12GMD BHAVRC13	POLA	Initial			RID - ICC - ICC12GMDBHAV RC13_clean.pdf

SERFF Tracking #:

ELAS-128793192

State Tracking #:

Company Tracking #:

ICC12RC13DP-B

State: Arkansas

Filing Company:

AXA Equitable Life Insurance Company

TOI/Sub-TOI: A02.11 Individual Annuities- Deferred Non-Variable and Variable/A02.11.002 Flexible Premium

Product Name: Retirement Cornerstone 13

Project Name/Number: Retirement Cornerstone 13/ICC12RC13DP-B

Lead Form Number: ICC12RC13DP-B

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
10		HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER	ICC12GMD BHAV-IBRC13	POLA	Initial			RID - ICC - ICC12GMD BHAV-IBRC13_clean.pdf
11		RETURN OF PRINCIPAL DEATH BENEFIT RIDER	ICC12GMD BROPRC13	POLA	Initial			RID - ICC - ICC12GMD BROPRC 13_clean.pdf
12		Terminate/Change Optional Rider Endorsement	ICC12GBE NDORC13	POLA	Initial			END - ICC - ICC12GBENDOR C13_clean.pdf
13		ENDORSEMENT APPLICABLE TO THE ASSET TRANSFER PROGRAM ("ATP")	ICC12ATPR C13	POLA	Initial			END - ICC - ICC12RC13ATP_ with RC 12 Transfer Points.pdf
14		ENDORSEMENT APPLICABLE TO CREDITS and EARNINGS BONUSES	ICC12BON USRC13	POLA	Initial			END - ICC - ICC12BONUSRC13_clean.pdf
15		ENDORSEMENT APPLICABLE TO NON-QUALIFIED CONTRACTS	ICC12NQ-RC13	POLA	Initial			END - ICC - NQ Endorsement RC13-Clean.pdf
16		ENDORSEMENT APPLICABLE TO TRADITIONAL IRA CONTRACTS	ICC12IRA-RC13	POLA	Initial			END - ICC - IRA Endorsement RC13-Clean.pdf

SERFF Tracking #:

ELAS-128793192

State Tracking #:

Company Tracking #:

ICC12RC13DP-B

State: Arkansas

Filing Company:

AXA Equitable Life Insurance Company

TOI/Sub-TOI: A02.11 Individual Annuities- Deferred Non-Variable and Variable/A02.11.002 Flexible Premium

Product Name: Retirement Cornerstone 13

Project Name/Number: Retirement Cornerstone 13/ICC12RC13DP-B

Lead Form Number: ICC12RC13DP-B

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
17		ENDORSEMENT APPLICABLE TO ROTH IRA CONTRACTS	ICC12ROTH-RC13	POLA	Initial			END - ICC - Roth IRA Endorsement RC13-Clean.pdf
18		ADL Application	2012 App 02 RC13	AEF	Initial			Application - 2012 App 02 RC13.pdf
19		Advisors Application	2012 App 01 RC13	AEF	Initial			Application - 2012 App 01 RC13.pdf
20		ADL Farmers Application	2012 App 02 RC13F	AEF	Initial			Application - 2012 App 02 RC13F.pdf
21		Chase Application	E 2012 App 02 RC13	AEF	Initial			Application - E 2012 App 02 RC13.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

DATA

PART A -- This part lists your personal data.

Owner: [JOHN DOE] Age: [60] Sex: [Male]
[Available only under NQ Contracts]
[Joint Owner:] [JANE DOE] Age: [55] Sex: [Female]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]

[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

[Applicable to Inherited IRA/Roth IRA Contracts]

Owner: [JOHN DOE JR. as beneficiary of JOHN DOE SR's. [Roth] IRA]
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

[If the Owner is the sole spousal beneficiary under the deceased Owner's [Roth] IRA then the following designation will appear after the Owner's name:]
["Special Surviving Spouse"]

Deceased Owner of Original [Roth] IRA: [John Doe, Sr.]
Date of Death of Original [Roth] IRA Owner: [xx/xx/xx]

[Applicable to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts]

Owner: [JOHN DOE JR. as beneficiary of JOHN DOE SR's. Applicable Plan]
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

Deceased Participant of Original Applicable Plan: [John Doe, Sr.]
Date of Death of Deceased Participant of Original Applicable Plan: [xx/xx/xx]

[Applicable to Qualified Plan Contracts]

[Employer;] [ABC Company]
[Plan:] [ABC Company Plan]

Beneficiary: [JANE DOE]

Contract Number: [000000]

Endorsement(s) Attached:

[Endorsement Applicable to the Termination of an Optional Guaranteed Minimum Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s)]

[Market Segment Endorsement(s)]

[Endorsement Applicable to Non-Qualified Contracts]
Endorsement Applicable to Defined Contribution Qualified Plan Contracts
Endorsement Applicable to Defined Benefit Qualified Plan Contracts
Endorsement Applicable to Traditional IRA Contracts
Endorsement Applicable to Roth IRA Contracts
Inherited Traditional IRA Beneficiary Continuation Option ("BCO") Endorsement
Inherited Roth IRA Beneficiary Continuation Option ("BCO") Endorsement
Charitable Remainder Trust Endorsement]

[Investment Options Endorsement(s)]

[Endorsement Applicable to Special Dollar Cost Averaging

Endorsement Applicable to the Asset Transfer Program (ATP)]

[Optional Rider(s) Attached:

Guaranteed Minimum Income Benefit Rider

Guaranteed Minimum Death Benefit Rider – Greater of Death Benefit

Guaranteed Minimum Death Benefit Rider – Highest Anniversary Value

Guaranteed Minimum Death Benefit Rider – Return of Principal]

Issue Date: [January 1, 2013]

Contract Date: [January 1, 2013]

[Maturity Date: [January 1, 2048]

The Maturity Date may not be prior to [thirteen months from the Contract Date] nor later than the Contract Date Anniversary which follows the Annuitant's [95th] birthday. (see Section 7.02) The Maturity Date is based on the Annuitant's date of birth and will not change under the Contract except as described in Section 7.02. If there is a successor Annuitant named under the Contract, the Maturity Date will not change and will continue to be based on the original Annuitant's date of birth.

[Applicable to IRA Contract Owners only]

[If you die and your spouse elects to continue this Contract ("Spousal Continuation"), your spouse then becomes the Annuitant under the Contract and his/her date of birth will determine the Maturity Date.]

[Applicable to NQ Contract Owners only]

[If you die and your spouse elects to continue this Contract ("Spousal Continuation"), if you were also the sole Annuitant under the Contract, your spouse then becomes the Annuitant under the Contract and his/her date of birth will determine the Maturity Date. However, if your age did not originally determine the Maturity Date under the Contract, your spouse may elect to become the Annuitant, superseding any named Annuitant and your spouse's date of birth will determine the Maturity Date.]

[For NQ Contracts with Joint Annuitants]

[For Contracts with Joint Annuitants, the age of the older Annuitant determines the Maturity Date.]

You may request in writing to us an Annuity Commencement Date earlier than the Maturity Date shown above. Such request must be received by the Processing Office at least [60] days prior to the Annuity Commencement Date you request.]

[Applicable to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as "Non-Spousal QP to Inherited IRA BCO") Contracts]

[BCO Distribution Commencement Date: [xx/xx/xx]]

[If GMIB is elected the following will appear]

[Initial [Annual] Rollup Rate:

Your initial [Annual] Rollup Rate is [5.00%]. [This rate is greater than the rate derived from the formula shown below.] [This rate will apply for [2] Contract Year[s]. After completion of [2] Contract Year[s], your Annual Rollup Rate will be determined by the formula below.]

Ten Year Treasuries Formula Rate for the Annual Rollup Rate

The minimum [Annual] Rollup Rate for [each] [Contract Year] following [the] [second Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum [Annual] Rollup Rate will never be less than [4%] or more than [8%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]]

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

[Initial Deferral Rollup Rate:

Your initial Deferral Rollup Rate is [6.00%]. [This rate is greater than the rate derived from the formula shown below.] [This rate will apply for [2] Contract Year[s]. After completion of [2] Contract Year[s], your Deferral Rollup Rate will be determined by the formula below.]

Ten Year Treasuries Formula Rate for the Deferral Rollup Rate

The minimum Deferral Rollup Rate for [each] [Contract Year] following [the] [second Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [2.00%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum Deferral Rollup Rate will never be less than [4%] or more than [8%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]]

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

PART B -- This part describes certain provisions of your Contract.

Special Dollar Cost Averaging Rate [2.00%] through [December 31, 2013]

Guaranteed Interest Option:

Initial Guaranteed Interest Rate	[2.75% through January 31, 2013;
Annual Guaranteed Interest Rate	1.00% through December 31, 2013]
Lifetime Minimum Guaranteed Interest Rate	[1.00%]

Initial Contribution Received: [\$100,000.00]

Account for Special Dollar Cost Averaging [\$0.00]

Investment Options (See Sections 2.01 and 2.02 of the Contract)

Set forth below are the initial Investment Options available. Your initial allocation is shown. [You may not allocate amounts to more than [90] Investment Options at any time.]

<u>Investment Account ("IA") Investment Options</u>	Amount Allocated
--	-------------------------

[All Asset Aggressive - Alt 25	
All Asset Growth - Alt 20	
All Asset Moderate Growth - Alt 15	
American Funds Insurance Series® Protected Asset	
Allocation Fund SM	[\$100,000.00]
AXA Aggressive Strategy	
AXA Balanced Strategy	
AXA Conservative Growth Strategy	
AXA Conservative Strategy	
AXA Growth Strategy	
AXA Moderate Allocation	
AXA Moderate Growth Strategy	
BlackRock Global Allocation V.I. Fund	
EQ/AllianceBernstein Dynamic Wealth Strategies	
EQ/Franklin Templeton Allocation	
First Trust/Dow Jones Dividend & Income Allocation	
Portfolio	
Franklin Income Securities Fund	
Franklin Templeton VIP Founding Funds Allocation	
Fund	
Ivy Funds VIP Asset Strategy	
7Twelve Balanced Portfolio	
BlackRock Large Cap Growth V.I. Fund	
EQ/BlackRock Basic Value Equity	
EQ/Boston Advisors Equity Income	
EQ/Capital Guardian Research	
EQ/Davis New York Venture	
EQ/Montag & Caldwell Growth	
EQ/T. Rowe Price Growth Stock	
EQ/Wells Fargo Omega Growth	
Fidelity® VIP Contrafund® Portfolio	
Franklin Rising Dividends Securities Fund	
Invesco V.I. Diversified Dividend Fund	

Ivy Funds VIP Dividend Opportunities
Lord Abbett Classic Stock
MFS® Investors Growth Stock Series
MFS® Investors Trust Series
Multimanager Aggressive Equity
Multimanager Large Cap Value
Mutual Shares Securities Fund

American Century VP Mid Cap Value Fund
EQ/AllianceBernstein Small Cap Growth
EQ/GAMCO Small Company Value
EQ/Morgan Stanley Mid Cap Growth
Fidelity® VIP Mid Cap Portfolio
Goldman Sachs VIT Mid Cap Value Fund
Invesco V.I. Mid Cap Core Equity Fund
Invesco V.I. Small Cap Equity Fund
Ivy Funds VIP Mid Cap Growth
Ivy Funds VIP Small Cap Growth
Lord Abbett Growth Opportunities
Multimanager Mid Cap Growth
Multimanager Mid Cap Value
Multimanager Small Cap Value

EQ/Emerging Markets Equity PLUS
EQ/Global Multi-Sector Equity
EQ/International Core PLUS
EQ/International Value PLUS
EQ/Large Cap Growth PLUS
EQ/Large Cap Value PLUS
EQ/Mid Cap Value PLUS

AllianceBernstein VPS International Growth Portfolio
American Funds Insurance Series® Global Small
Capitalization FundSM
American Funds Insurance Series® New World Fund®
EQ/MFS International Growth
EQ/Oppenheimer Global
Invesco V.I. International Growth Fund
Lazard Retirement Emerging Markets Equity Portfolio
MFS® International Value Portfolio
Multimanager International Equity
Templeton Developing Markets Securities Fund
Templeton Foreign Securities Fund

EQ/GAMCO Mergers and Acquisitions
EQ/Natural Resources PLUS
EQ/Real Estate PLUS
Invesco V.I. Global Real Estate Fund
Ivy Funds VIP Energy
Ivy Funds VIP Global Natural Resources
Ivy Funds VIP Science & Technology
MFS® Technology Portfolio
MFS® Utilities Series
PIMCO VIT CommodityRealReturn® Strategy
Portfolio

ProFund VP Biotechnology
T. Rowe Price Health Sciences Portfolio - II
Van Eck VIP Global Hard Assets Fund

EQ/Common Stock Index
EQ/Equity 500 Index
EQ/International Equity Index
EQ/Large Cap Growth Index
EQ/Large Cap Value Index
EQ/Mid Cap Index
EQ/Small Company Index

American Funds Insurance Series® Bond FundSM
EQ/Core Bond Index
EQ/Global Bond PLUS
EQ/High Yield Bond
EQ/Intermediate Government BondEQ/Money Market
EQ/PIMCO Global Real Return
EQ/PIMCO Ultra Short Bond
Fidelity® VIP Strategic Income Portfolio
Franklin Strategic Income Securities Fund
Guaranteed Interest Option (GIO)
Invesco V.I. High Yield Fund
Ivy Funds VIP High Income
Lord Abbett Bond Debenture
PIMCO VIT Emerging Markets Bond Portfolio
PIMCO VIT Real Return Portfolio
PIMCO VIT Total Return Portfolio
Templeton Global Bond Securities Fund]

An asterisk (either *, ** or ***), identifies Variable Investment Options to which certain charges under Part C apply.

Guaranteed Interest Option (“GIO”) [\$50,000]

[No more than [25%] of the total Annuity Account Value of the IA Investment Options [and the Protected Benefit Account (“PBA”) Investment Options] may be allocated to the GIO.]

Total (Amount Allocated to Investment Account Investment Options): **[\$150,000.00]**

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [70].

<u>PBA Investment Options:</u>	Amount Allocated
[GB AXA Aggressive Strategy	
GB AXA Balanced Strategy	
GB AXA Conservative Growth Strategy	[\$100,000.00]
GB AXA Conservative Strategy	
GB AXA Growth Strategy	
GB AXA Moderate Growth Strategy	
GB EQ/AllianceBernstein Dynamic Wealth Strategies]	

An asterisk (either *, ** or ***), identifies Variable Investment Options to which certain charges under Part C apply.

[You may not contribute to or transfer amounts into the **AXA Ultra Conservative Strategy Investment Option**. This is the Asset Transfer Program Investment Option described in the Endorsement Applicable to the Asset Transfer Program.]

Total (Amount Allocated to PBA Investment Options): **[\$100,000.00]**

Total Amount Allocated to Account for Special Dollar Cost Averaging, IA Investment Options, and PBA Investment Options: **[\$250,000.00]**

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [70].

Contributions and Allocations (See Sections 3.01 and 3.02 of the Contract):

Contribution Limits and Requirements:

Initial Contribution minimum: [\$5,000] **Subsequent Contribution minimum:** [\$500] Subsequent Contributions to the IA Investment Options can be made until the older of the original Annuitant and Owner attain age [86] or if later, the [first] Contract Date Anniversary.

[If GMIB or an optional GMDB is elected the following will appear] [For issue ages 0 to 80 for HAV and ROP or 0-65 for "Greater of" GMDB, the following text will appear] [Subsequent Contributions to the PBA Investment Options can be made until the older of the original Annuitant and Owner attain age [80] or if later, the [first] Contract Date Anniversary.] [For NQ and Traditional and Roth IRA Contracts, the following additional text will appear] [If your Contract is continued under the Spousal Continuation provision described in your [Traditional IRA] [Roth IRA] [NQ] Endorsement a Contribution to the PBA Investment Options can be made until the surviving spouse attains age [80] or if later, the [first] Contract Date Anniversary.]

[If GMIB or an optional GMDB is elected the following will appear]

[Subsequent Contributions to the PBA Investment Options are not permitted after the date the first Withdrawal is taken from the PBAV, notwithstanding the prior sentence(s).]

[If GMIB is elected the following will appear]

[No additional Contributions or transfers may be made to the PBA Investment Options on or after the No Lapse Guarantee Transaction Date (see Part II. E. of the GMIB Rider).] *[If GMIB or an optional GMDB is elected the following will appear]* [Transfers and Contributions to the PBA Investment Options may not exceed a total of [\$1,500,000]. No Contributions may be made to any supplementary Contract.]

[We may discontinue Contributions and/or transfers to the PBA upon advance written notice to you. The advance notice period is shown immediately below. Any change in limitations or discontinuation of Contributions will be implemented to manage the financial risk to the Company in the event market and/or economic conditions decline. If we discontinue Contributions and transfers to the PBA, any subsequent Contribution or automated transfer will be allocated to the IA Investment Options corresponding to the PBA Investment Options that were specified in your allocation instructions. If we are not offering such IA Investment Option as of the discontinuance date, we may substitute an IA Investment Option that has a different name or investment manager provided it has a substantially similar investment policy. [If a specific PBA Investment Option is closed, we may allocate any subsequent Contributions and transfer amounts to such PBA Investment Option to the [AXA Balanced Strategy] Investment Option.]]

The advanced notice period for discontinuance or limitation of Contributions and/or transfers is [45] days.

[Cumulative Contribution Limit For all issue ages, the following text will appear]

[We may refuse to accept any Contribution if the sum of all Contributions under all [“Retirement Cornerstone” and “Accumulator”] Contracts with the same Annuitant or Owner would then total more than [\$1,500,000].] [If we accept any such Contribution under this Contract, your Investment Options may be limited to the IA Investment Options.] ***[For issue ages 81-85, the following sentence will be added after the first sentence of this paragraph if the Company limits Contributions at higher issue ages. Not applicable at launch.]*** [We may refuse to accept any Contribution if the sum of all Contributions under all [“Retirement Cornerstone”] Contracts with the same Annuitant or Owner would then total more than [\$500,000].]

[If we apply the 150% rule, the following will appear. Not applicable at launch.] [We reserve the right to limit aggregate Contributions and transfers to the PBA after the Contract Year containing your PBA Funding Date to [150%] of the total amount of the Contributions and transfers to the PBA in the same Contract Year as your PBA Funding Date.]

[AXA Equitable Annuity accumulation Contract contribution limit]

We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would total [\$2,500,000.]

We may refuse to accept any Contribution if the source of such Contribution is an existing AXA Equitable Contract.

Transfer Rules (see Section 4.02 of the Contract):

Transfer requests must be in writing and delivered by U.S. mail to our Processing Office unless we accept an alternative form of communication (such as internet, fax or automated telephone). The use of alternative forms of communication is subject to our rules then in effect for each such service. We may provide information about our rules and the use of communications services in the Contract prospectus, prospectus supplements or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that we make available may be changed or discontinued at any time. Communications services may be restricted or denied if we determine that you used such services for market timing or other trading strategies that may disrupt operation of a Variable Investment Option or have a detrimental effect on the unit value of any Variable Investment Option.

We reserve the right to:

- a) [limit transfers among or to the Variable Investment Options to no more than once every 30 days,
- b) require a minimum time period between each transfer into or out of one or more specified Variable Investment Options,
- c) establish a maximum dollar amount that may be transferred by an Owner on any Transaction Date among Variable Investment Options,
- d) reject transfer requests from a person acting on behalf of multiple Contract Owners unless pursuant to a trading authorization agreement that we have accepted,
- e) restrict or prohibit transfers in connection with execution of Investment Fund instructions to restrict or prohibit purchases or redemptions of fund shares or to collect a redemption fee on transfers involving fund shares,
- f) impose conditions or limitations on transfer rights, restrict transfers or refuse any particular transfer if we are concerned that market timing, excessive trading or other trading strategies may disrupt operation of a Variable Investment Option or may have a detrimental effect on the unit value of any Variable Investment Option or determine that you have engaged in any such strategy.]

The maximum amount that may be transferred from the Guaranteed Interest Option to any other Investment Option in any Contract Year is the greatest of:

- (a) [25%] of the amount you have in the Guaranteed Interest Option on the last day of the prior Contract Year; or,
- (b) the total of all amounts transferred at your request from the Guaranteed Interest Option to any of the other Investment Options in the prior Contract Year; or
- (c) [25%] of the total of all amounts transferred or allocated into the Guaranteed Interest Option during that Contract Year.

Transfers into the Guaranteed Interest Option are not permitted if the requested transfer would result in more than [25%] of the Annuity Account Value being allocated to the Guaranteed Interest Option, based on the Annuity Account Value of the previous Business Day. We may suspend these transfer restrictions upon notice to you. We will advise you of any such liberalization. We will also advise you at least [45 days] in advance of the day we intend to reimpose any such restrictions, unless we have previously specified that date when we notified you of the liberalization.

[Transfer rules among the IA Investment Options and the PBA Investment Options if GMIB or an optional GMDB is elected]

[For issue ages 0 to 80 for HAV and ROP or 0-65 for "Greater of" GMDB, the following text will appear]

[Transfers of amounts from your IA Investment Options to the PBA Investment Options are permitted until the older of the original Annuitant and the Owner attain age [80] or if later, the first Contract Date Anniversary. Transfers of amounts from your IA Investment Options to the PBA Investment Options are not permitted after the date a Contribution is made to the IA Investment Options subsequent to the date the first Withdrawal is taken from the PBA. The preceding sentence does not apply to subsequent Contributions received in the first 90 days after the Contract Date.] ***[For NQ and Traditional and Roth IRA Contracts, the following additional text will appear]*** [If your Contract is continued under the Spousal Continuation provision described in your [Traditional IRA] [Roth IRA] [NQ] Endorsement a transfer to the PBA Investment Options can be made until the surviving spouse attains age [80] or if later, the [first] Contract Date Anniversary.]

[If GMIB or an optional GMDB is elected the following will appear]

[Transfers to the PBA Investment Options are no longer permitted if a Contribution is made to the Investment Account after the date the first Withdrawal is taken from the PBA.

Transfers and Contributions to the PBA may not exceed a total of \$[1,500,000]].

[If we apply the 150% rule, the following will appear. Not applicable at launch.] [We reserve the right to limit aggregate Contributions and transfers to the PBA after the Contract Year containing your PBA Funding Date to [150%] of the total amount of the Contributions and transfers to the PBA in the same Contract Year as your PBA Funding Date.]

[The following will appear if GMIB or an optional GMDB has been elected.] [Contributions to the Account for Special Dollar Cost Averaging scheduled to be transferred into the PBA Investment Options over the duration of the program will increase your [GMIB Benefit Base] [or any] [GMDB Benefit Base] as of the effective date you contribute to a Special Dollar Cost Averaging Program.

Transfers of amounts from the PBA Investment Options to the IA Investment Options are not permitted, except as described in the Termination Provision of the GMIB and/or GMDB Riders (Section VI), that you have elected.

We may discontinue accepting transfer requests to the PBA Investment Options at any time with advance written notice to you.

If we discontinue transfers to the PBA Investment Options, any subsequent automated transfer will be allocated to the IA Investment Options corresponding to the PBA Investment Options in your allocation instructions. If we are not offering such IA Investment Option as of the discontinuance date, we may substitute an IA Investment Option that has a different name or investment manager provided it has a substantially similar investment policy. If a specific PBA Investment Option is closed, we may allocate any subsequent Contributions and transfer amounts to such PBA Investment Option to the [AXA Balanced Strategy] Investment Option.]

[The following text will apply when GMIB is elected with this Contract.] [In addition to the above, any transfer rules described in the Endorsement Applicable to the Asset Transfer Program (ATP) issued with this Contract will apply.]

Withdrawals (see Section 5.01 of the Contract): Lump Sum Withdrawals: The Lump Sum Withdrawal minimum amount is [\$300]. ***[Applicable to QP-DB and QP-DC market segments only:]*** [Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.]

Lump sum Withdrawals will be taken in accordance with your election of (a), (b), (c) or (d) as set forth below:

- a) Withdrawals will be taken on a pro-rata basis from the PBA Investment Options [and ATP Investment Option] only,
- b) Withdrawals will be taken on a pro-rata basis from designated IA Investment Options,
- c) Withdrawals will be taken in specified amounts, from both the PBA Investment Options (on a pro-rata basis from such Options) and any designated IA Investment Options, or
- d) Withdrawals will be taken in accordance with the following order i) from the IA Investment Options on a pro-rata basis, then ii) from the Special Dollar Cost Averaging Account, then iii) from the PBA Investment Options [and the ATP Investment Option] on a pro-rata basis.

Required Minimum Distributions and Withdrawal requests with no instructions will be taken in accordance with item d) above. We must receive your election before processing your Withdrawal request.

[The following language is applicable to Traditional IRA Contracts]

[Automatic Required Minimum Distribution Withdrawals: The Automatic Required Minimum Distribution Withdrawal minimum initial amount is [\$250]. See Endorsement Applicable to Traditional IRA Contracts.]

Contract Termination (see Section 5.02 of the Contract):

Requests for a withdrawal must be for either (a) 90% or less of the Cash Value or (b) 100% of the Cash Value (surrender of the Contract). A request for more than 90% of the Cash Value will be considered a request to withdraw 100% of the Cash Value and this Contract will terminate.

If a withdrawal is made that would result in a Cash Value less than [\$500], we will so advise you and have the right to pay you such Value. In that case, this Contract will terminate.

This Contract (including any attached Endorsements and Riders) will terminate if there is no Annuity Account Value.

[The following text will not appear for Inherited Traditional/Roth IRA BCO and Non-Spousal Applicable Plan Beneficiary Owned Contracts]

Annuity Benefit Forms - (Normal Form of Annuity Benefit) (see Section 7.04 of the Contract):

[Life Annuity 10 Year Period Certain] *[For Annuity Commencement Date ages 80 and greater the "Period Certain" is as follows]*

<u>Annuitization Age</u>	<u>Length of Period Certain</u>
[Up to age 80	10
81	9
82	8
83	7
84	6
85	5
86	4
87	3
88	2
89	1
90 through 95	0]

[The following text will not appear for Inherited Traditional/Roth IRA BCO and Non-Spousal Applicable Plan Beneficiary Owned Contracts]

[Amount of Annuity Benefit (see Section 7.05 of the Contract):

The amount applied to provide the Annuity Benefit will be (1) the Annuity Account Value for any life annuity form or (2) the Cash Value for any annuity certain (an annuity form which does not guarantee payments for a person's lifetime) except that, if the period certain is more than five years, the amount applied will be no less than 95% if available, of the Annuity Account Value.]

Conditions for Payment - (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex) (see Section 7.06 of the Contract):

[6%] per year

Conditions for Payment - (Minimum Amount to be Applied to an Annuity) (see Section 7.06 of the Contract):

[\$2,000, as well as minimum of \$20 for initial monthly annuity payment.]

PART C – This part describes certain charges in your Contract.

Withdrawal Charges (see Section 8.01): A Withdrawal Charge will be imposed as a percentage of each Contribution made to the extent that a withdrawal exceeds the Free Withdrawal Amount as discussed in Section 8.01, if the Contract is surrendered to receive the Cash Value, or to annuitize to a non-life contingent Annuity Benefit, if available.

We determine the Withdrawal Charge separately for each Contribution in accordance with the table below.

<u>Contract Year</u>	<u>Percentage of Contributions</u>
1	7.00%
2	7.00%
3	6.00%
4	6.00%
5	5.00%
6	3.00%
7	1.00%
8 and later	0.00%

The applicable Withdrawal Charge percentage is determined by the Contract Year in which the withdrawal is made or the Contract is surrendered, beginning with “Contract Year 1” with respect to each Contribution withdrawn or surrendered. For purposes of the table, for each Contribution, the Contract Year in which we receive that Contribution is “Contract Year 1.”

[If you have not elected an optional benefit Rider, the following will appear]

[Withdrawal Charges will be deducted from the Investment Options from which each withdrawal is made in proportion to the amount being withdrawn from each Investment Option.]

[If GMIB or an optional GMDB benefit Rider is elected, the following will appear]

[Withdrawal Charges will be deducted from the PBA and the Investment Account in proportion to the amount subject to Withdrawal Charges after recognizing the respective Free Withdrawal Amounts described below. Withdrawal Charges are deducted from the PBA Investment Options [, ATP Investment Option,] and IA Investment Options from which each withdrawal is made in proportion to the amount subject to Withdrawal Charge being withdrawn from each Investment Option.]

Your years of participation under the Prior Contract or years since Contributions were made under the Prior Contract, if applicable, may be included for purposes of determining the Withdrawal Charge.

[If GMIB or an optional GMDB benefit is elected] [When the amount of a withdrawal is applied in any optional benefit rider under the Contract, the amount will include any applicable Withdrawal Charge.]

Free Withdrawal Amount (see Section 8.01):

[The following text will appear for Owners age 81 and older]

[[10%] of the Annuity Account Value in the IA Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the IA Investment Options during the Contract Year. In the first Contract Year amounts received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge. Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply). The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.]

[If an optional GMDB benefit without a GMIB is elected, the following will appear]

[The Free Withdrawal Amount is computed separately with respect to the IAV and the PBAV as those terms are defined in your Guaranteed Minimum Death Benefit (GMDB) Rider.

[10%] of the Annuity Account Value in the IA Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the IA Investment Options during the Contract Year, and [10%] of the Annuity Account Value in the PBA Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the PBA Investment Options during the Contract Year.

In the Contract Year of your PBA Funding Date, if such date is later than the Contract Date, there is no Free Withdrawal Amount for the PBA in such Contract Year. If the first amount allocated to a PBA Investment Option is a transfer, there will be no Free Withdrawal Amount for the PBA in the Contract Year of the transfer and the Free Withdrawal Amount for the Investment Account will not be reduced by the transfer. In each subsequent Contract Year, subsequent Contributions and transfers made to the PBA will not be included in the Free Withdrawal Amount until the following Contract Year.

In the first Contract Year Contributions received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.

When a Withdrawal is taken from both the IA Investment Options and the PBA Investment Options, the Free Withdrawal Amount is allocated in proportion to the Withdrawal Charge attributable to the amounts Withdrawn from each.

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.]

[If GMIB is elected, the following will appear]

[The Free Withdrawal Amount is computed separately with respect to the Investment Account and the PBA as those terms are defined in your Guaranteed Minimum Income Benefit (GMIB) Rider.

With respect to the Investment Account Value, the Free Withdrawal Amount is [10%] of the Annuity Account Value in the IA Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the IA Investment Options during the Contract Year.

With respect to the PBA, the Free Withdrawal Amount is the GMIB Benefit Base on the Contract Date Anniversary multiplied by the [Annual] Rollup Rate in effect on the first day of the Contract Year minus any amount previously withdrawn from the PBA during the Contract Year. In the Contract Year of your PBA Funding Date, if such date is later than the Contract Date, there is no Free Withdrawal Amount for the PBA in such Contract Year. If the first amount allocated to a PBA Investment Option is a transfer, there will be no Free Withdrawal Amount for the PBA in the Contract Year of the transfer and the Free Withdrawal Amount for the Investment Account will not be reduced by the transfer. In each subsequent Contract Year, subsequent Contributions and transfers made to the PBA will not be included in the Free Withdrawal Amount until the following Contract Year.

Subject to the preceding paragraphs, in the first Contract Year Contributions received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to

the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.

If you voluntarily terminate the GMIB Rider and any elected GMDB Rider is still in effect, your Free Withdrawal Amount beginning in the Contract Year following such termination is [10%] of the PBAV at the beginning of the Contract Year, minus any amount previously withdrawn from the PBA during the Contract Year.

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

When a Withdrawal is taken from both the IAV and the PBAV, the Free Withdrawal Amount is allocated in proportion to the Withdrawal Charge attributable to the amounts Withdrawn from each.

The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.]

Administrative and Other Charges Deducted from Annuity Account Value (see Section 8.02 of the Contract):

Annual Administrative Charge: During the first two Contract Years the charge is equal to the lesser of 2% of your Annuity Account Value or [\$30]. Thereafter, the maximum charge is [\$30] for each Contract Year. We will deduct a charge on each Processing Date before the deduction of any other charges if your Annuity Account Value is less than [\$50,000.] The Administrative Charge will be deducted for the portion of any Contract Year in which a Death Benefit is paid, the Annuity Account Value is applied to purchase an Annuity Benefit, or the Contract is surrendered.

[The following text will appear if the IA Investment Options are elected.]

[The above charge will be deducted from the IA Investment Options on a pro rata basis. If there is insufficient value or no value in the IA Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Dollar Cost Averaging, if applicable.]

[If PBA Investment Options are elected, the following will replace the above sentence.]

[The above charge will be deducted from the IA Investment Options on a pro rata basis. If there is insufficient value or no value in the IA Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Dollar Cost Averaging, if applicable. If there is insufficient value or no value in the Account for Special Dollar Cost Averaging, if applicable, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the PBA Investment Options [and the ATP Investment Option] on a pro-rata basis.]

Transfer Charges (see Section 8.03 of the Contract):

Currently, the number of free transfers is [unlimited], subject to the terms of Sections 5.01 and 8.04. However, we reserve the right to limit the number of free transfers to [12 transfers per Contract Year].

[For each additional transfer in excess of the free transfers, we will charge the lesser of [\$25] or [2% of each transaction amount] at the time each transfer is processed. The Charge is deducted from the Investment Options from which each transfer is made on a pro-rata basis. This charge may change, subject to a maximum of [\$35] for each transaction.]

Contract Fee (see Section 8.05 of the Contract):

Annual Rate of [1.30%] (equivalent to a daily rate of [.003585%]), plus any applicable VIO Facilitation Charge up to an annual rate equal to [0.45%] (equivalent to a daily rate of [.001236%]).

The Contract Fee includes the following charges:

Operations Fee:	Annual rate of 0.80%
Administration Fee:	Annual rate of 0.30%
Distribution Fee:	Annual rate of 0.20%

Variable Investment Option Facilitation Charge: Annual rate up to [0.45%]

The Variable Investment Option (“VIO”) Facilitation Charge applies to certain VIOs as indicated in the VIOs listed in Part B of these Data Pages. Unless otherwise specified, for VIOs indicated with

- a single* the annual rate is [0.25%] (equivalent to a daily rate of [.000686%]).
- a double** the annual rate is [0.35%] (equivalent to a daily rate of [.000961%]).
- a triple*** the annual rate is [0.45%] (equivalent to a daily rate of [.001236%]).

We may indicate a VIO Facilitation Charge up to the maximum specified above for Variable Investment Options made available under this Contract subsequent to its Issue Date.

Third Party Transfer Charge (see Section 8.07 of the Contract): We reserve the right to deduct a charge from the amounts withdrawn, which is no greater than [\$125] per occurrence for a direct rollover or direct transfer of amounts withdrawn from this Contract and transferred to a third party, or to another company, or in connection with an exchange of this Contract for a Contract issued by another company. The current charge is [\$0].

[The following text will appear in the Data Pages if the Alternate Payment Method applies:]

[Check Preparation Charge (see Section 9.07 of the Contract): Alternate Payment Method We will pay all amounts due under this Contract by direct deposit to a bank account that accepts such deposits provided that you have given us authorization, and the information we need to initiate the deposit, in a form acceptable to us. If you have not provided such authorization and information, we will make the payment by check drawn on a bank located in the United States (subject to any check preparation charge specified herein) or by any other method to which you and we agree. All payments will be made in U.S. Dollars. Any Check Preparation Charge will not exceed [\$85]. [Currently, there is no charge for this service.]]

PART D – This part describes waivers of certain charges in your Contract.

Withdrawal Charge Waivers

For purposes of Withdrawal Charge waiver items 1 through 6 reference to "Owner" means: (a) under Joint Owner Contracts, the older of the Owner and Joint Owner and (b) under Contracts owned by Non-Natural Owner(s), the Annuitant, or the older of the Annuitant and Joint Annuitant, if applicable.

For Waivers 3, 4 and 5 specified below there is a twelve month ineligibility period (the period during which you are ineligible to receive the waiver benefit) beginning on the Contract Date of this Contract and ending on the first Contract Date Anniversary. Once the ineligibility period has expired, the Owner (herein referred to as "the claimant") may submit a claim for any such waiver. The claim must be submitted on our Withdrawal Charge waiver form within 10 Business Days of submitting the withdrawal request before any waiver benefit is provided. If the Withdrawal Charge waiver form is not submitted within 10 Business Days of the withdrawal request, it is considered that the claimant complied with the claim requirements if the claimant submits written proof covering the occurrence, the character of and the extent of the occurrence for which the claim is made. If the claim is denied by AXA Equitable, the withdrawal will not be processed until the claimant is notified of the denial and is provided with the opportunity to accept or reject the withdrawal proceeds, including any applicable withdrawal charge. The withdrawal shall not prejudice the waiver of any Withdrawal Charge while the Withdrawal Charge waiver benefit is applicable.

In accordance with Section 8.01 of the Contract, we reserve the right to reduce or waive the Withdrawal Charge. No Withdrawal Charge will apply in these events:

1. the Owner dies and the Death Benefit is payable;
2. the receipt by us of a properly completed form electing application of the Annuity Account Value to be used to purchase a life annuity, as described in Section 7.05; or
3. the Owner is unable to perform three "activities of daily living" as defined in Items (i) through (vi) and provide documentation satisfactory to us that the Owner is unable to perform three "activities of daily living" as defined in Items (i) through (vi). Such proof must include, but is not limited to, written certification from a U.S. licensed physician. "Physician" means a person, defined in Section 1861(r)(1) of the Social Security Act, who is licensed to practice the healing arts and is performing only those services within the scope of his or her license;
 - (i) "Bathing" means washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
 - (ii) "Continence" means the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
 - (iii) "Dressing" means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
 - (iv) "Eating" means feeding oneself by food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
 - (v) "Toileting" means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
 - (vi) "Transferring" means moving into or out of a bed, chair or wheelchair.
4. we receive proof satisfactory to us that the Owner's life expectancy is six months or less (such proof must include, but is not limited to, certification by a U.S. licensed physician); or

5. the Owner has been confined to a nursing home for more than a 90 day period (or such other period, if required in your state) as verified by a U.S. licensed physician. A nursing home for this purpose means one which is (i) approved by Medicare as a provider of skilled nursing care services, or (ii) licensed as a skilled nursing home by the state or territory in which it is located (it must be within the United States, Puerto Rico, U.S. Virgin Islands, or Guam) and meets all the following:
 - its main function is to provide skilled, intermediate or custodial nursing care;
 - it provides continuous room and board to three or more persons;
 - it is supervised by a registered nurse or practical nurse;
 - it keeps daily medical records of each patient;
 - it controls and records all medications dispensed; and
 - its primary service is other than to provide housing for residents.
6. for IRA and NQ Contracts, the Spousal Continuation option is elected and the surviving spouse withdraws Contributions made prior to the original Owner's death. This option is not available with the Inherited Traditional IRA and Inherited Roth IRA Contracts.

[Item 7 below will apply only to Contract Owners in the market segments under which the Beneficiary Continuation Option is available (NQ, Traditional IRA and Roth IRA)]

7. [a Death Benefit is payable and the Beneficiary Continuation Option is elected.]

[Item 8 applies to Traditional IRA Contracts]

8. [a withdrawal is made under our Automatic Required Minimum Distribution Withdrawal Service or withdrawals made under our Substantially Equal Withdrawal Program. However, in each Contract Year, the amount of the Required Minimum Distribution [or Substantially Equal Withdrawal] is included in determining whether subsequent withdrawals during the Contract Year exceed the Free Withdrawal Amount.]

[Item 9 applies to Traditional IRA Contracts]

9. [amounts under this Contract that are directly transferred to a [Retirement Cornerstone] Roth IRA Contract of the same class for purposes of a Roth IRA conversion.]

[Item 10 applies to Contracts with a GMIB Rider]

10. [withdrawals from Contracts with a GMIB Rider, which do not exceed the GMIB Annual Withdrawal Amount in a Contract Year.]

Part E – This part describes certain Terms and Conditions applicable to the Riders issued under your Contract.

[Terms and Conditions Applicable to your **Guaranteed Minimum Income Benefit (GMIB) Rider**. Please read the Rider for the complete provisions shown below.

Your GMIB Rider is effective as of the Contract Date.

1. The Rider's Guaranteed Minimum Income Benefit (Section I)

You may exercise GMIB within [30] days of a Contract Date Anniversary after you have met the waiting period requirements described in Sections II.D.8 and III.B., and begin to receive Lifetime GMIB Payments as described in Section III of the Rider. An exception to the waiting period, described in Section III. C., will apply if the Cost of the Rider increases as described in Part V of the Rider and as a result, you decide to exercise GMIB prior to the expiration of the waiting period. The GMIB has a No Lapse Guarantee which is described in Section II. E. of the Rider. Prior to GMIB Exercise, you may take withdrawals up to your Annual Withdrawal Amount as described in Section II. C. below without reducing your beginning of Contract Year GMIB Benefit Base.

2. Your Annual Withdrawal Amount (Section II.C.)

The "Annual Withdrawal Amount" ("AWA") for each Contract Year is equal to (i) the GMIB Benefit Base at the beginning of the Contract Year multiplied by (ii) the Annual Rollup Rate in effect for the first day of the Contract Year. There is an AWA beginning in the Contract Year following the Contract Year in which your PBA Funding Date occurs. "GMIB Benefit Base" and "Annual Rollup Rate" are defined in your GMIB Rider.

3. Adjustment of the GMIB Benefit Base for Withdrawals and Excess Withdrawals (Section II.D.7.)

Beginning [in the Contract Year following your PBA Funding Date], withdrawals up to the AWA do not reduce the GMIB Benefit Base. Instead, such withdrawals reduce the Annual Rollup Amount to be added to the GMIB Benefit Base on the Contract Date Anniversary by the dollar amount of the withdrawal, as described above.

[In any Contract Year, a required minimum distribution withdrawal ("RMD Withdrawal") that is taken through our Automatic RMD Withdrawal Service from the PBA, in excess of the AWA, that is needed to meet a required minimum distribution reduces the GMIB Benefit Base by the dollar amount of the RMD Withdrawal in excess of the AWA.

RMDs will be withdrawn first from your IA Investment Options, then from the Special [Money Market] Dollar Cost Averaging Account and then pro-rata from the PBA Investment Options [and the ATP Investment Option], if there are insufficient amounts in the IA Investment Options and Special [Money Market] Dollar Cost Averaging Account to satisfy the required minimum distribution.

If you do not elect our Automatic RMD Withdrawal Service and if your value in the IA Investment Option, Account for Special [Money Market] Dollar Cost Averaging and AWA is insufficient to satisfy the RMD amount, any additional withdrawal taken in the same Contract Year from your PBA will be treated as an Excess Withdrawal.]

“Excess Withdrawal” means the amount of any withdrawal or portion of any withdrawal taken from the PBA in a Contract Year that together with all other withdrawals from the PBA exceeds the AWA for that Contract Year. All withdrawals made from the PBA [in the Contract Year in which your PBA Funding Date occurs] are “Excess Withdrawals.” [An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described above.] *An Excess Withdrawal may reduce future benefits by more than the dollar amount of the excess withdrawal(s).* “Future benefits” means AWA withdrawals and Lifetime GMIB Payments. You may contact your financial professional or the Processing Office to determine if, as of that date, a contemplated withdrawal amount would cause an Excess Withdrawal.

Except as provided in the first [two] paragraph[s] of this Section, a withdrawal from the PBA reduces the GMIB Benefit Base on a pro rata basis. A pro-rata reduction is determined as follows: 1) Divide the amount of your withdrawal that exceeds your AWA by your PBAV immediately preceding the withdrawal; 2) Multiply the fraction calculated in (1) by the amount of your GMIB Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

4. **Annual Reset of the GMIB Benefit Base** (Section II.D.8.)

On the [first] Contract Date Anniversary that follows your PBA Funding Date and each Contract Date Anniversary thereafter until the Contract Date Anniversary following your [95th] birthday you may reset your GMIB Benefit Base to equal the PBAV on that Contract Date Anniversary, if the PBAV is greater than the GMIB Benefit Base. You have [30] days following each eligible Contract Date Anniversary to reset your GMIB Benefit Base. The Annual or Deferral (whichever applies) rollup continues on your reset GMIB Benefit Base.

When you reset your GMIB Benefit Base, the reset will result in a new waiting period to exercise the GMIB of up to the later of [10] years or the original exercise date. [If you reset your GMIB Benefit Base on or after age [86], notwithstanding anything to the contrary, you may elect a GMIB Exercise Option described in Part III of your GMIB Rider upon your Contract Date Anniversary following your [95th] birthday, or if earlier, your Maturity Date.]

5. **GMIB Exercise** (Section III)

On the Transaction Date on which you exercise GMIB, the annual lifetime income that will be provided under the fixed payout option selected will be the greater of (i) the GMIB, and (ii) the amount of income that would be provided by application of the PBAV as of the Transaction Date to our annuity rates described in the Amount of Annuity Benefits Section of your Contract for the same payout option. The GMIB Benefit Base, as defined above, is applied to the guaranteed annuity purchase factors shown in Attachment A of the Rider to determine the GMIB.

Upon GMIB exercise, you may elect [either (i) or (ii):] [(i)] our Life Annuity payout option [or, (ii)] our Life Annuity with a Period Certain payout option.] Other annuity payout options may be available at the time of exercise.

Conditions of GMIB Exercise

You may choose to begin Lifetime GMIB Payments by exercising GMIB after the required waiting period as described below. Your waiting period to exercise GMIB is extended as described in Section II.D.8. of the Rider.

After a waiting period, which begins on the Contract Date Anniversary on or immediately preceding your PBA Funding Date, you may exercise GMIB within [30] days following the applicable Contract Date Anniversary described in your Rider, based on your age as of the beginning of the waiting period.

6. **The Cost of the Rider (Section V)**

The current charge for the Rider is [1.15%] of the GMIB Benefit Base on your Contract Date Anniversary. The maximum charge for the Rider is [2.30%] of the GMIB Benefit Base on your Contract Date Anniversary. Any change in the charge will be within the range of the current and maximum charge for the Rider.

We may increase or decrease the charge for the benefit at any time after completion of [two] Contract Years. We will provide you a minimum of [30] days advance notice of any revised Rider charge.

The "Rider Charge Change Notification Date" is the date of the notice which we send to you informing you of a revised charge. If we revise the charge for the Rider, you may elect to terminate the Rider by submitting a written request to our Processing Office no later than [30] days after the Rider Charge Change Notification Date. This period is referred to as the [30] Day "Rider Drop Period."

The "Rider Charge Change Effective Date" is the date on which the new Rider Charge becomes effective on your Contract and is at least [30] days following the Rider Charge Change Notification Date. The changed charge will be assessed beginning on the Contract Date Anniversary that falls on or after the Rider Charge Change Effective Date unless a prorated charge was applied earlier in the Contract Year. However, if the Rider Charge Change Notification Date falls in the first [two] Contract Years, the Rider Charge Change Effective Date is the Business Day that is the later of (i) the first day of the [third] Contract Year or (ii) at least [30] days following the Rider Charge Change Notification Date. The new charge will be deducted beginning on your [third] Contract Date Anniversary, unless a prorated charge was applied earlier in the Contract Year.

Unless you have terminated the Rider, we will determine and deduct the above charge annually from your PBA on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charge on the transaction date for the portion of any Contract Year in which the Rider is terminated pursuant to Section VI of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract. If the Rider charge changes and the Rider terminates within [30] days of such change, the current Rider charge will apply, otherwise, the new Rider charge will apply.

The above charges will be deducted from the PBA Investment Options [and the ATP Investment Option] on a pro-rata basis. If there is insufficient value or no value in the PBA Investment Options [and the ATP Investment Option], any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the portion of the Account for Special [Money Market] Dollar Cost Averaging designated for the PBA Investment Options.

On the No Lapse Guarantee Transaction Date described in Section II. E, the charge for the benefit terminates.]

[Terms and Conditions Applicable to your “**Greater of**” **Death Benefit Rider**. Please read the Rider for the complete provisions shown below.

Your “Greater of” Death Benefit Rider is effective as of the Contract Date.

1. **The Rider’s Guaranteed Minimum Death Benefit** (Section I)

The GMDB under the Contract will be the greater of the Annual Rollup to Age [85] Benefit Base or the Highest Anniversary Value to Age [85] (“HAV”) Benefit Base. The Protected Benefit Account Value, operation of the Annual Rollup to Age [85] Benefit Base and the HAV Benefit Base, the Effect of Withdrawals on your Benefit Bases, the cost of the Rider and how the Rider may terminate are described in your Rider.

Withdrawals from your Protected Benefit Account Value will cause an adjustment to your GMDB Benefit Base as described in Section II. C. of the Rider. The adjustment may be greater than the amount withdrawn.

Your Death Benefit amount under the Rider is determined by comparing the Protected Benefit Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit under the Rider. The Death Benefit under the Contract is equal to the sum of the Death Benefit under the Rider and the Investment Account Value.

2. **GMDB Benefit Base** (Section II.C.)

Your GMDB Benefit Base is used to determine your GMDB described in your Rider. Your GMDB Benefit Base is also used to determine the cost of the Rider as described in Section IV of the Rider. Your GMDB Benefit Base is funded as of the PBA Funding Date. While the Rider is in effect, once amounts are allocated or transferred to the PBA Investment Options, they may be transferred only among PBA Investment Options. Additional transfer rules are described in these Data Pages.

Your GMDB Benefit Base is the greater of the Annual Rollup to Age [85] Benefit Base (“Rollup Benefit Base”) and the HAV Benefit Base. Your benefit base stops rolling up and ratcheting on the Contract Date Anniversary following your [85th] birthday. Your initial Rollup Benefit Base and HAV Benefit Base are each equal to your initial Contribution or transfer, whichever comes first, to the PBA. Thereafter, each Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer to the PBA, and each Benefit Base is adjusted for withdrawals. The way we calculate your Rollup Benefit Base and HAV Benefit Base is more fully described in your Rider.

3. **Annual Adjustment of the GMDB Rollup Benefit Base with the Annual Rollup Amount** (Section II.C.5.)

If a withdrawal has ever been taken from your PBA, your GMDB Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the GMDB Rollup Benefit Base at the beginning of the Contract Year; plus
- (ii) Contributions and transfers to the PBA during the Contract Year; minus
- (iii) any adjustments for Excess Withdrawals (defined below) from the PBA during the Contract Year, [minus
- (iv) the dollar amount of any required minimum distribution withdrawals (“RMD Withdrawal”) (defined below) in excess of your remaining AWA taken through our Automatic RMD Withdrawal Service from your PBAV during the Contract Year to the extent such withdrawals exceed your AWA from the PBA during the Contract Year;] plus

- (v) A) [in the Contract Year of your PBA Funding Date], any remaining Annual Rollup Amount and B) in any Contract Year thereafter, the Annual Rollup Amount for the Contract Date Anniversary reduced by the dollar amount of total withdrawals from your PBA, up to your AWA as described in the GMIB Rider.

[“RMD Withdrawal” means a withdrawal that meets the lifetime required minimum distribution rules under the Code.]

“Excess Withdrawal” means any withdrawal or portion of a withdrawal taken from the PBA during a Contract Year that, together with all other amounts withdrawn from the PBA during that year, causes the total of such withdrawals to exceed the AWA. An Excess Withdrawal may reduce future benefits by more than the dollar amount of the withdrawal(s).

4. **Annual Adjustment of the GMDB Rollup Benefit Base with the Deferral Rollup Amount**
(Section II.C.6.)

Prior to taking a withdrawal under your Contract from the PBA, instead of the adjustment described above, your GMDB Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the GMDB Rollup Benefit Base at the beginning of the Contract Year, plus
- (ii) Contributions and transfers to the PBA during the Contract Year, plus
- (iii) the Deferral Rollup Amount for the Contract Date Anniversary.

Once a withdrawal is made under your Contract from the PBA, no Deferral Rollup Amount adjustment is made to your GMDB Rollup Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years. In those Contract Years, any adjustment to your GMDB Rollup Benefit Base will be done according to the provision in C.5. above.

5. **Annual Reset of the Rollup Benefit Base** (Section II.C.7.)

As described in your GMIB Rider, you may elect to reset your GMIB Benefit Base. If you have so elected to reset such GMIB Benefit Base on each Contract Date Anniversary, until the Contract Date Anniversary following your [85th] birthday, the Rollup Benefit Base under the Rider will reset automatically to the PBAV.

6. **The Cost of The Rider** (Part IV)

The current charge for the Rider is [1.15%] of the GMDB Benefit Base. This charge is based on the greater of the Rollup and the HAV Benefit Bases on your Contract Date Anniversary. The maximum charge for the benefit is [2.30%] of the Rider’s Benefit Base on your Contract Date Anniversary.

We may increase or decrease the charge for the benefit at any time after completion of [two] Contract Years. We will provide you a minimum of [30] days advance notice of any revised Rider charge.

The “Rider Charge Change Notification Date” is the date of the notice which we send to you informing you of a revised charge. If we revise the charge for the Rider, you may elect to terminate the Rider by submitting a written request to our Processing Office no later than [30] days after the Rider Charge Change Notification Date. This period is referred to as the [30] Day “Rider Drop Period.”

The "Rider Charge Change Effective Date" is the date on which the new Rider Charge becomes effective on your Contract and is at least [30] days following the Rider Charge Change Notification Date. The changed charge will be assessed beginning on the Contract Date Anniversary that falls on or after the Rider Charge Change Effective Date unless a prorated charge was applied earlier in the Contract Year. However, if the Rider Charge Change Notification Date falls in the first [two] Contract Years, the Rider Charge Change Effective Date is the Business Day that is the later of (i) the first day of the [third] Contract Year or (ii) at least [30] days following the Rider Charge Change Notification Date. The new charge will be deducted beginning on your [third] Contract Date Anniversary, unless a prorated charge was applied earlier in the Contract Year.

Unless you have terminated the Rider, we will determine and deduct the above charge annually from your PBA on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charge on the transaction date for the portion of any Contract Year in which the Rider is terminated pursuant to Section V. of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract. If the Rider charge changes and the Rider terminates within the [30] Day Rider Drop Period, the current Rider charge will apply, otherwise, the new Rider charge will apply.

The above charge will be deducted from the PBA Investment Options on a pro-rata basis. If there is insufficient value or no value in the PBA Investment Options any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the portion of the Account for Special [Money Market] Dollar Cost Averaging designated for the PBA Investment Options.]

[Terms and Conditions Applicable to your **Highest Anniversary Value Death Benefit Rider**. You have elected this Rider with the GMIB Rider. Please read the Rider for the complete provisions shown below.

Your Highest Anniversary Value Death Benefit Rider is effective as of the Contract Date.

1. **The Rider's Guaranteed Minimum Death Benefit** (Section I)

*The GMDB is derived from a benefit base as described in Section II of the Rider. You must contribute or transfer amounts to the Protected Benefit Account to fund a GMDB Benefit Base in order to receive benefits under the Rider. **The GMDB Benefit Base is used solely to calculate the GMDB described in the Rider and its charge and does not provide a Cash Value or any minimum account value and cannot be withdrawn.***

The GMDB under the Contract will be the Highest Anniversary Value to Age [85] ("HAV") Benefit Base. The Rider describes the operation of the HAV Benefit Base, the Effect of Withdrawals on your Benefit Base, the cost of the Rider and how the Rider may terminate.

Withdrawals from your Protected Benefit Account Value will cause an adjustment to your GMDB Benefit Base as described in Section II. C. of the Rider. The adjustment may be greater than the amount withdrawn.

Your Death Benefit amount under the Rider is determined by comparing the Protection with Investment Performance Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit under the Rider. The Death Benefit under the Contract is equal to the sum of the Death Benefit under the Rider and the Investment Account Value.

2. **GMDB Benefit Base** (Section II.C. and Section III)

Your GMDB Benefit Base is the HAV Benefit Base. Your initial HAV Benefit Base is equal to your initial Contribution or transfer to the PBA. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer from an IA Investment Option to a PBA Investment Option, and the Benefit Base is adjusted for withdrawals. The way we calculate your HAV Benefit Base is described in your Rider.

On each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the PBAV is greater than the current HAV Benefit Base, the HAV Benefit Base is reset to equal the PBAV.

3. **Effect of Withdrawals on your Highest Anniversary Value Benefit Base** (Section IV)

The HAV Benefit Base will be reduced by withdrawals from the PBA Investment Options. During each Contract Year, [prior to completion of the Contract Year of your PBA Funding Date,] your HAV GMDB will be reduced on a pro-rata basis.

Thereafter, your HAV Benefit Base will be reduced by the dollar amount of any withdrawal as long as the sum of your withdrawals in that Contract Year does not exceed your Annual Withdrawal Amount ("AWA"), as described in your Guaranteed Minimum Income Benefit ("GMIB") Rider. Once a withdrawal is made that causes cumulative withdrawals in a Contract Year to exceed your AWA, the portion of that withdrawal that exceeds your AWA and any subsequent withdrawals in that Contract Year will cause a pro-rata reduction of the HAV Benefit Base.

[The following sentence describing required minimum distribution treatment will appear if applicable.]
[RMD Withdrawals made under our Automatic Withdrawal Service will reduce the HAV Benefit Base by the dollar amount of such withdrawal.]

Notwithstanding the above two paragraphs, if you terminate your GMIB Rider prior to the termination of the Rider, your HAV Benefit Base will be reduced by all withdrawals, [including any required minimum distribution withdrawals (“RMD Withdrawals”, defined in your Rider,) on a pro-rata basis, beginning on the transaction date of the GMIB Rider termination.

4. **The Cost of The Rider** (Section V)

The charge for the benefit is [0.35%] of the HAV Benefit Base. The charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your PBAV on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which the Rider is terminated pursuant to Section VI. of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the PBA Investment Options on a pro-rata basis. If there is insufficient value or no value in the PBA Investment Options any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the portion of the Account for Special [Money Market] Dollar Cost Averaging designated for the PBA Investment Options.]

[Terms and Conditions Applicable to your **Highest Anniversary Value Death Benefit Rider**. Please read the Rider for the complete provisions shown below.

Your Highest Anniversary Value Death Benefit Rider is effective as of the Contract Date.

1. **The Rider's Guaranteed Minimum Death Benefit** (Section I)

The GMDB under the Contract will be the Highest Anniversary Value to Age [85] ("HAV") Benefit Base. The Rider describes the operation of the HAV Benefit Base, the Effect of Withdrawals on your Benefit Base, the cost of the Rider and how the Rider may terminate.

Withdrawals from your Protected Benefit Account Value will cause an adjustment to your GMDB Benefit Base as described in Section IV. of the Rider. The adjustment may be greater than the amount withdrawn.

Your Death Benefit amount under the Rider is determined by comparing the Protected Benefit Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit under the Rider. The Death Benefit under the Contract is equal to the sum of the Death Benefit under the Rider and the Investment Account Value.

2. **GMDB Benefit Base** (Section II.C. and Section III)

Your GMDB Benefit Base is the HAV Benefit Base. Your initial HAV Benefit Base is equal to your initial Contribution or transfer to the PBA Investment Options. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer from an IA Investment Option to a PBA Investment Option, and the Benefit Base is adjusted for withdrawals. The way we calculate your HAV Benefit Base is described in your Rider.

On each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the PBAV is greater than the current HAV Benefit Base, the HAV Benefit Base is reset to equal the PBAV.

3. **The Cost of The Rider** (Section V)

The charge for the benefit is [0.35%] of the HAV Benefit Base. This charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your PBA Investment Options on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which the Rider is terminated pursuant to Section VI. of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the PBA Investment Options on a pro-rata basis. If there is insufficient value or no value in the PBA Investment Options any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the portion of the Account for Special [Money Market] Dollar Cost Averaging designated for the PBA Investment Options.]

[Terms and Conditions Applicable to your **Return of Principal Death Benefit Rider**. Please read the Rider for the complete provisions shown below.

Your Return of Principal Death Benefit Rider is effective as of the Contract Date.

1. **The Rider's Guaranteed Minimum Death Benefit** (Section I)

Your GMDB Benefit Base is used to determine your GMDB described in your Rider. Your GMDB Benefit Base is equal to: 1) your initial Contribution and Subsequent Contributions to the PBA Investment Options as described in Part III of your Contract ("Contributions and Allocations"), and 2) amounts transferred, as described in Part IV of your Contract ("Transfers Among Investment Options") from an IA Investment Option to a PBA Investment Option, less any deductions that reflect withdrawals. While your Rider is in effect, once amounts are allocated or transferred to the PBA Investment Options, they may be transferred only among these Options.

Your Death Benefit amount under the Rider is determined by comparing the Protected Benefit Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit under your Rider. The Death Benefit under the Contract is equal to the sum of the Death Benefit under your Rider and the Investment Account Value.

2. **The Cost of The Rider** (Section II)

[There is no charge for the benefit.]]

DATA

PART A -- This part lists your personal data.

Owner: [JOHN DOE] Age: [60] Sex: [Male]
[Available only under NQ Contracts]
[Joint Owner:] [JANE DOE] Age: [55] Sex: [Female]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]

[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

[Applicable to Inherited IRA/Roth IRA Contracts]

Owner: [JOHN DOE JR. as beneficiary of JOHN DOE SR's. [Roth] IRA]
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

[If the Owner is the sole spousal beneficiary under the deceased Owner's [Roth] IRA then the following designation will appear after the Owner's name:]
["Special Surviving Spouse"]

Deceased Owner of Original [Roth] IRA: [John Doe, Sr.]
Date of Death of Original [Roth] IRA Owner: [xx/xx/xx]

[Applicable to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts]

Owner: [JOHN DOE JR. as beneficiary of JOHN DOE SR's. Applicable Plan]
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

Deceased Participant of Original Applicable Plan: [John Doe, Sr.]
Date of Death of Deceased Participant of Original Applicable Plan: [xx/xx/xx]

[Applicable to Qualified Plan Contracts]

[Employer;] [ABC Company]
[Plan:] [ABC Company Plan]

Beneficiary: [JANE DOE]

Contract Number: [00000]

Endorsement(s) Attached:

[Endorsement Applicable to the Termination of an Optional Guaranteed Minimum Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s)]

[Market Segment Endorsement(s)]

[Endorsement Applicable to Non-Qualified Contracts
Endorsement Applicable to Defined Contribution Qualified Plan Contracts
Endorsement Applicable to Defined Benefit Qualified Plan Contracts
Endorsement Applicable to Traditional IRA Contracts
Endorsement Applicable to Roth IRA Contracts
Inherited Traditional IRA Beneficiary Continuation Option ("BCO") Endorsement
Inherited Roth IRA Beneficiary Continuation Option ("BCO") Endorsement
Charitable Remainder Trust Endorsement]

[Investment Options Endorsement(s)]

[Endorsement Applicable to Special Dollar Cost Averaging

Endorsement Applicable to the Asset Transfer Program (ATP)]

[Optional Rider(s) Attached:

Guaranteed Minimum Income Benefit Rider

Guaranteed Minimum Death Benefit Rider – Greater of Death Benefit

Guaranteed Minimum Death Benefit Rider – Highest Anniversary Value

Guaranteed Minimum Death Benefit Rider – Return of Principal]

Issue Date: [January 1, 2013]

Contract Date: [January 1, 2013]

[Maturity Date : [January 1, 2048]

The Maturity Date may not be prior to [thirteen months from the Contract Date] nor later than the Contract Date Anniversary which follows the Annuitant's [95th] birthday. (see Section 7.02) The Maturity Date is based on the Annuitant's date of birth and will not change under the Contract except as described in Section 7.02. If there is a successor Annuitant named under the Contract, the Maturity Date will not change and will continue to be based on the original Annuitant's date of birth.

[Applicable to IRA Contract Owners only]

[If you die and your spouse elects to continue this Contract ("Spousal Continuation"), your spouse then becomes the Annuitant under the Contract and his/her date of birth will determine the Maturity Date.]

[Applicable to NQ Contract Owners only]

[If you die and your spouse elects to continue this Contract ("Spousal Continuation"), if you were also the sole Annuitant under the Contract, your spouse then becomes the Annuitant under the Contract and his/her date of birth will determine the Maturity Date. However, if your age did not originally determine the Maturity Date under the Contract, your spouse may elect to become the Annuitant, superseding any named Annuitant and your spouse's date of birth will determine the Maturity Date.]

[For NQ Contracts with Joint Annuitants]

[For Contracts with Joint Annuitants, the age of the older Annuitant determines the Maturity Date.]

You may request in writing to us an Annuity Commencement Date earlier than the Maturity Date shown above. Such request must be received by the Processing Office at least [60] days prior to the Annuity Commencement Date you request.]

[Applicable to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as "Non-Spousal QP to Inherited IRA BCO") Contracts]

[BCO Distribution Commencement Date: [xx/xx/xx]]

[If GMIB is elected the following will appear]

[Initial [Annual] Rollup Rate:

Your initial [Annual] Rollup Rate is [5.00%]. [This rate is greater than the rate derived from the formula shown below.] [This rate will apply for [2] Contract Year[s]. After completion of [2] Contract Year[s], your Annual Rollup Rate will be determined by the formula below.]

Ten Year Treasuries Formula Rate for the Annual Rollup Rate

The minimum [Annual] Rollup Rate for [each] [Contract Year] following [the] [second Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum [Annual] Rollup Rate will never be less than [4%] or more than [8%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]]

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

[Initial Deferral Rollup Rate:

Your initial Deferral Rollup Rate is [6.00%]. [This rate is greater than the rate derived from the formula shown below.] [This rate will apply for [2] Contract Year[s]. After completion of [2] Contract Year[s], your Deferral Rollup Rate will be determined by the formula below.]

Ten Year Treasuries Formula Rate for the Deferral Rollup Rate

The minimum Deferral Rollup Rate for [each] [Contract Year] following [the] [second Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [2.00%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum Deferral Rollup Rate will never be less than [4%] or more than [8%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]]

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

PART B -- This part describes certain provisions of your Contract.

Special Dollar Cost Averaging Rate [2.00%] through [December 31, 2013]

Guaranteed Interest Option:

Initial Guaranteed Interest Rate	[2.75% through January 31, 2013;
Annual Guaranteed Interest Rate	1.00% through December 31, 2013]
Lifetime Minimum Guaranteed Interest Rate	[1.00%]

Initial Contribution Received: [\$250,000.00]

Account for Special Dollar Cost Averaging [\$0.00]

Investment Options (See Sections 2.01 and 2.02 of the Contract)

Set forth below are the initial Investment Options available. Your initial allocation is shown. [You may not allocate amounts to more than [90] Investment Options at any time.]

<u>Investment Account (“IA”) Investment Options</u>	<u>Amount Allocated</u>
[All Asset Aggressive - Alt 25	
All Asset Growth - Alt 20	
All Asset Moderate Growth - Alt 15	
American Funds Insurance Series® Protected Asset Allocation Fund SM	[\$100,000.00]
AXA Aggressive Strategy	
AXA Balanced Strategy	
AXA Conservative Growth Strategy	
AXA Conservative Strategy	
AXA Growth Strategy	
AXA Moderate Allocation	
AXA Moderate Growth Strategy	
BlackRock Global Allocation V.I. Fund	
EQ/AllianceBernstein Dynamic Wealth Strategies	
EQ/Franklin Templeton Allocation	
First Trust/Dow Jones Dividend & Income Allocation Portfolio	
Franklin Income Securities Fund	
Franklin Templeton VIP Founding Funds Allocation Fund	
Ivy Funds VIP Asset Strategy	
7Twelve Balanced Portfolio	
BlackRock Large Cap Growth V.I. Fund	
EQ/BlackRock Basic Value Equity	
EQ/Boston Advisors Equity Income	
EQ/Capital Guardian Research	
EQ/Davis New York Venture	
EQ/Montag & Caldwell Growth	
EQ/T. Rowe Price Growth Stock	
EQ/Wells Fargo Omega Growth	
Fidelity® VIP Contrafund® Portfolio	
Franklin Rising Dividends Securities Fund	
Invesco V.I. Diversified Dividend Fund	

Ivy Funds VIP Dividend Opportunities
Lord Abbett Classic Stock
MFS® Investors Growth Stock Series
MFS® Investors Trust Series
Multimanager Aggressive Equity
Multimanager Large Cap Value
Mutual Shares Securities Fund

American Century VP Mid Cap Value Fund
EQ/AllianceBernstein Small Cap Growth
EQ/GAMCO Small Company Value
EQ/Morgan Stanley Mid Cap Growth
Fidelity® VIP Mid Cap Portfolio
Goldman Sachs VIT Mid Cap Value Fund
Invesco V.I. Mid Cap Core Equity Fund
Invesco V.I. Small Cap Equity Fund
Ivy Funds VIP Mid Cap Growth
Ivy Funds VIP Small Cap Growth
Lord Abbett Growth Opportunities
Multimanager Mid Cap Growth
Multimanager Mid Cap Value
Multimanager Small Cap Value

EQ/Emerging Markets Equity PLUS
EQ/Global Multi-Sector Equity
EQ/International Core PLUS
EQ/International Value PLUS
EQ/Large Cap Growth PLUS
EQ/Large Cap Value PLUS
EQ/Mid Cap Value PLUS

AllianceBernstein VPS International Growth Portfolio
American Funds Insurance Series® Global Small
Capitalization FundSM
American Funds Insurance Series® New World Fund®
EQ/MFS International Growth
EQ/Oppenheimer Global
Invesco V.I. International Growth Fund
Lazard Retirement Emerging Markets Equity Portfolio
MFS® International Value Portfolio
Multimanager International Equity
Templeton Developing Markets Securities Fund
Templeton Foreign Securities Fund

EQ/GAMCO Mergers and Acquisitions
EQ/Natural Resources PLUS
EQ/Real Estate PLUS
Invesco V.I. Global Real Estate Fund
Ivy Funds VIP Energy
Ivy Funds VIP Global Natural Resources
Ivy Funds VIP Science & Technology
MFS® Technology Portfolio
MFS® Utilities Series
PIMCO VIT CommodityRealReturn® Strategy
Portfolio

ProFund VP Biotechnology
T. Rowe Price Health Sciences Portfolio - II
Van Eck VIP Global Hard Assets Fund

EQ/Common Stock Index
EQ/Equity 500 Index
EQ/International Equity Index
EQ/Large Cap Growth Index
EQ/Large Cap Value Index
EQ/Mid Cap Index
EQ/Small Company Index

American Funds Insurance Series® Bond FundSM
EQ/Core Bond Index
EQ/Global Bond PLUS
EQ/High Yield Bond
EQ/Intermediate Government BondEQ/Money Market
EQ/PIMCO Global Real Return
EQ/PIMCO Ultra Short Bond
Fidelity® VIP Strategic Income Portfolio
Franklin Strategic Income Securities Fund
Guaranteed Interest Option (GIO)
Invesco V.I. High Yield Fund
Ivy Funds VIP High Income
Lord Abbett Bond Debenture
PIMCO VIT Emerging Markets Bond Portfolio
PIMCO VIT Real Return Portfolio
PIMCO VIT Total Return Portfolio
Templeton Global Bond Securities Fund]

An asterisk (either *, ** or ***), identifies Variable Investment Options to which certain charges under Part C apply.

Guaranteed Interest Option (“GIO”) [\$50,000]
[No more than [25%] of the total Annuity Account Value of the IA Investment Options [and the Protected Benefit Account (“PBA”) Investment Options] may be allocated to the GIO.]

Total (Amount Allocated to Investment Account Investment Options): **[\$150,000.00]**

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [70].]

<u>PBA Investment Options</u>	Amount Allocated
[GB AXA Aggressive Strategy	
GB AXA Balanced Strategy	
GB AXA Conservative Growth Strategy	[\$100,000.00]
GB AXA Conservative Strategy	
GB AXA Growth Strategy	
GB AXA Moderate Growth Strategy	
GB EQ/AllianceBernstein Dynamic Wealth Strategies]	

An asterisk (either *, ** or ***), identifies Variable Investment Options to which certain charges under Part C apply.

[You may not contribute to or transfer amounts into the AXA Ultra Conservative Strategy Investment Option. This is the Asset Transfer Program Investment Option described in the Endorsement Applicable to the Asset Transfer Program.]

Total (Amount Allocated to PBA Investment Options): **[\$100,000.00]**

Total Amount Allocated to Account for Special Dollar Cost Averaging, IA Investment Options, and PBA Investment Options: **[\$250,000.00]**

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [70].

Contributions and Allocations (See Sections 3.01 and 3.02 of the Contract):

Contribution Limits and Requirements:

Initial Contribution minimum: [\$25,000] Subsequent Contribution minimum: [\$500] Subsequent Contributions to the IA Investment Options can be made until the older of the original Annuitant and Owner attain age [86] or if later, the [first] Contract Date Anniversary.

[If GMIB or an optional GMDB is elected the following will appear] [For issue ages 0 to 80 for HAV and ROP or 0-65 for "Greater of" GMDB, the following text will appear] [Subsequent Contributions to the PBA Investment Options can be made until the older of the original Annuitant and Owner attain age [80] or if later, the [first] Contract Date Anniversary.] ***[For NQ and Traditional and Roth IRA Contracts, the following additional text will appear]*** [If your Contract is continued under the Spousal Continuation provision described in your [Traditional IRA] [Roth IRA] [NQ] Endorsement a Contribution to the PBA Investment Options can be made until the surviving spouse attains age [80] or if later, the [first] Contract Date Anniversary.]

[If GMIB or an optional GMDB is elected the following will appear]
[Subsequent Contributions to the PBA Investment Options are not permitted after the date the first Withdrawal is taken from the PBAV, notwithstanding the prior sentence(s).]

[If GMIB is elected the following will appear] [No additional Contributions or transfers may be made to the PBA Investment Options on or after the No Lapse Guarantee Transaction Date (see Part II. E. of the GMIB Rider).] ***[If GMIB or an optional GMDB is elected the following will appear]*** [Transfers and Contributions to the PBA Investment Options may not exceed a total of [\$1,500,000]. No Contributions may be made to any supplementary Contract.]

[We may discontinue Contributions and/or transfers to the PBA upon advance written notice to you. The advance notice period is shown immediately below. Any change in limitations or discontinuation of Contributions will be implemented to manage the financial risk to the Company in the event market and/or economic conditions decline. If

we discontinue Contributions and transfers to the PBA, any subsequent Contribution or automated transfer will be allocated to the IA Investment Options corresponding to the PBA Investment Options that were specified in your allocation instructions. If we are not offering such IA Investment Option as of the discontinuance date, we may substitute an IA Investment Option that has a different name or investment manager provided it has a substantially similar investment policy. [If a specific PBA Investment Option is closed, we may allocate any subsequent Contributions and transfer amounts to such PBA Investment Option to the [AXA Balanced Strategy] Investment Option.]]

The advanced notice period for discontinuance or limitation of Contributions and/or transfers is [45] days.

[Cumulative Contribution Limit For all issue ages, the following text will appear]

[We may refuse to accept any Contribution if the sum of all Contributions under all [“Retirement Cornerstone” and “Accumulator”] Contracts with the same Annuitant or Owner would then total more than [\$1,500,000].] [If we accept any such Contribution under this Contract, your Investment Options may be limited to the IA Investment Options.] ***[For issue ages 81-85, the following sentence will be added after the first sentence of this paragraph if the Company limits Contributions at higher issue ages. Not applicable at launch.]*** [We may refuse to accept any Contribution if the sum of all Contributions under all [“Retirement Cornerstone”] Contracts with the same Annuitant or Owner would then total more than [\$500,000].]

[If we apply the 150% rule, the following will appear. Not applicable at launch.] [We reserve the right to limit aggregate Contributions and transfers to the PBA after the Contract Year containing your PBA Funding Date to [150%] of the total amount of the Contributions and transfers to the PBA in the same Contract Year as your PBA Funding Date.]

[AXA Equitable Annuity accumulation Contract contribution limit]

We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would total [\$2,500,000.]

We may refuse to accept any Contribution if the source of such Contribution is an existing AXA Equitable Contract.

Transfer Rules (see Section 4.02 of the Contract):

Transfer requests must be in writing and delivered by U.S. mail to our Processing Office unless we accept an alternative form of communication (such as internet, fax or automated telephone). The use of alternative forms of communication is subject to our rules then in effect for each such service. We may provide information about our rules and the use of communications services in the Contract prospectus, prospectus supplements or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that we make available may be changed or discontinued at any time. Communications services may be restricted or denied if we determine that you used such services for market timing or other trading strategies that may disrupt operation of a Variable Investment Option or have a detrimental effect on the unit value of any Variable Investment Option.

We reserve the right to:

- a) [limit transfers among or to the Variable Investment Options to no more than once every 30 days,
- b) require a minimum time period between each transfer into or out of one or more specified Variable Investment Options,
- c) establish a maximum dollar amount that may be transferred by an Owner on any Transaction Date among Variable Investment Options,
- d) reject transfer requests from a person acting on behalf of multiple Contract Owners unless pursuant to a trading authorization agreement that we have accepted,
- e) restrict or prohibit transfers in connection with execution of Investment Fund instructions to restrict or prohibit purchases or redemptions of fund shares or to collect a redemption fee on transfers involving fund shares,
- f) impose conditions or limitations on transfer rights, restrict transfers or refuse any particular transfer if we are concerned that market timing, excessive trading or other trading strategies may disrupt operation of a Variable Investment Option or may have a detrimental effect on the unit value of any Variable Investment Option or determine that you have engaged in any such strategy.]

The maximum amount that may be transferred from the Guaranteed Interest Option to any other Investment Option in any Contract Year is the greatest of:

- (a) [25%] of the amount you have in the Guaranteed Interest Option on the last day of the prior Contract Year; or,
- (b) the total of all amounts transferred at your request from the Guaranteed Interest Option to any of the other Investment Options in the prior Contract Year; or
- (c) [25%] of the total of all amounts transferred or allocated into the Guaranteed Interest Option during that Contract Year.

Transfers into the Guaranteed Interest Option are not permitted if the requested transfer would result in more than [25%] of the Annuity Account Value being allocated to the Guaranteed Interest Option, based on the Annuity Account Value of the previous Business Day. We may suspend these transfer restrictions upon notice to you. We will advise you of any such liberalization. We will also advise you at least [45 days] in advance of the day we intend to reimpose any such restrictions, unless we have previously specified that date when we notified you of the liberalization.

[Transfer rules among the IA Investment Options and the PBA Investment Options if GMIB or an optional GMDB is elected, the following will appear]

[For issue ages 0 to 80 for HAV and ROP or 0-65 for "Greater of" GMDB, the following text will appear]

[Transfers of amounts from your IA Investment Options to the PBA Investment Options are permitted until the older of the original Annuitant and the Owner attain age [80] or if later, the first Contract Date Anniversary. Transfers of amounts from your IA Investment Options to the PBA Investment Options are not permitted after the date a Contribution is made to the IA Investment Options subsequent to the date the first Withdrawal is taken from the PBA. The preceding sentence does not apply to subsequent Contributions received in the first 90 days after the Contract Date.] ***[For NQ and Traditional and Roth IRA Contracts, the following additional text will appear]*** [If your Contract is continued under the Spousal Continuation provision described in your [Traditional IRA] [Roth IRA] [NQ] Endorsement a transfer to the PBA Investment Options can be made until the surviving spouse attains age [80] or if later, the [first] Contract Date Anniversary.]

[If GMIB or an optional GMDB is elected the following will appear]

[Transfers to the PBA Investment Options are no longer permitted if a Contribution is made to the Investment Account after the date the first Withdrawal is taken from the PBA.

Transfers and Contributions to the PBA may not exceed a total of \$[1,500,000]].

[If we apply the 150% rule, the following will appear. Not applicable at launch.] [We reserve the right to limit aggregate Contributions and transfers to the PBA after the Contract Year containing your PBA Funding Date to [150%] of the total amount of the Contributions and transfers to the PBA in the same Contract Year as your PBA Funding Date.]

[The following will appear if GMIB or an optional GMDB has been elected.] [Contributions to the Account for Special Dollar Cost Averaging scheduled to be transferred into the PBA Investment Options over the duration of the program will increase your [GMIB Benefit Base] [or any] [GMDB Benefit Base] as of the effective date you contribute to a Special Dollar Cost Averaging Program.]

Transfers of amounts from the PBA Investment Options to the IA Investment Options are not permitted, except as described in the Termination Provision of the GMIB and/or GMDB Riders (Section VI), that you have elected.

We may discontinue accepting transfer requests to the PBA Investment Options at any time with advance written notice to you.

If we discontinue transfers to the PBA Investment Options, any subsequent automated transfer will be allocated to the IA Investment Options corresponding to the PBA Investment Options in your allocation instructions. If we are not offering such IA Investment Option as of the discontinuance date, we may substitute an IA Investment Option that has a different name or investment manager provided it has a substantially similar investment policy.] [If a specific PBA Investment Option is closed, we may allocate any subsequent Contributions and transfer amounts to such PBA Investment Option to the [AXA Balanced Strategy] Investment Option.]

[The following text will apply when GMIB is elected with this Contract.] [In addition to the above, any transfer rules described in the Endorsement Applicable to the Asset Transfer Program (ATP) issued with this Contract will apply.]

Withdrawals (see Section 5.01 of the Contract): Lump Sum Withdrawals: The Lump Sum Withdrawal minimum amount is [\$300]. ***[Applicable to QP-DB and QP-DC market segments only:]*** [Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.]

Lump sum Withdrawals will be taken in accordance with your election of (a), (b), (c) or (d) as set forth below:

- a) Withdrawals will be taken on a pro-rata basis from the PBA Investment Options [and ATP Investment Option] only,
- b) Withdrawals will be taken on a pro-rata basis from designated IA Investment Options,
- c) Withdrawals will be taken in specified amounts, from both the PBA Investment Options (on a pro-rata basis from such Options) and any designated IA Investment Options, or
- d) Withdrawals will be taken in accordance with the following order i) from the IA Investment Options on a pro-rata basis, then ii) from the Special Dollar Cost Averaging Account, then iii) from the PBA Investment Options [and the ATP Investment Option] on a pro-rata basis.

Required Minimum Distributions and Withdrawal requests with no instructions will be taken in accordance with item d) above. We must receive your election before processing your Withdrawal request.

[The following language is applicable to Traditional IRA Contracts]

[Automatic Required Minimum Distribution Withdrawals: The Automatic Required Minimum Distribution Withdrawal minimum initial amount is [\$250]. See Endorsement Applicable to Traditional IRA Contracts.]

Contract Termination (see Section 5.02 of the Contract):

Requests for a withdrawal must be for either (a) 90% or less of the Cash Value or (b) 100% of the Cash Value (surrender of the Contract). A request for more than 90% of the Cash Value will be considered a request to withdraw 100% of the Cash Value and this Contract will terminate.

If a withdrawal is made that would result in a Cash Value less than [\$500], we will so advise you and have the right to pay you such Value. In that case, this Contract will terminate.

This Contract (including any attached Endorsements and Riders) will terminate if there is no Annuity Account Value.

[The following text will not appear for Inherited Traditional/Roth IRA BCO and Non-Spousal Applicable Plan Beneficiary Owned Contracts]

Annuity Benefit Forms - (Normal Form of Annuity Benefit) (see Section 7.04 of the Contract):

[Life Annuity 10 Year Period Certain] [For Annuity Commencement Date ages 80 and greater the "Period Certain" is as follows]

<u>Annuitization Age</u>	<u>Length of Period Certain</u>
[Up to age 80	10
81	9
82	8
83	7
84	6
85	5
86	4
87	3
88	2
89	1
90 through 95	0]

[The following text will not appear for Inherited Traditional/Roth IRA BCO and Non-Spousal Applicable Plan Beneficiary Owned Contracts]

[Amount of Annuity Benefit (see Section 7.05 of the Contract):

The amount applied to provide the Annuity Benefit will be (1) the Annuity Account Value for any life annuity form or (2) the Cash Value for any annuity certain (an annuity form which does not guarantee payments for a person's lifetime) except that, if the period certain is more than five years, the amount applied will be no less than 95% if available, of the Annuity Account Value.]

Conditions for Payment - (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex) (see Section 7.06 of the Contract):

[6%] per year

Conditions for Payment - (Minimum Amount to be Applied to an Annuity) (see Section 7.06 of the Contract):

[\$2,000, as well as minimum of \$20 for initial monthly annuity payment.]

PART C – This part describes certain charges in your Contract.

Withdrawal Charges (see Section 8.01): A Withdrawal Charge will be imposed as a percentage of each Contribution made to the extent that a withdrawal exceeds the Free Withdrawal Amount as discussed in Section 8.01, if the Contract is surrendered to receive the Cash Value, or to annuitize to a non-life contingent Annuity Benefit, if available. We determine the Withdrawal Charge separately for each Contribution in accordance with the table below.

<u>Contract Year</u>	<u>Percentage of Contributions</u>
1	8.00%
2	7.00%
3	6.00%
4	5.00%
5 and later	0.00%

The applicable Withdrawal Charge percentage is determined by the Contract Year in which the withdrawal is made or the Contract is surrendered, beginning with “Contract Year 1” with respect to each Contribution withdrawn or surrendered. For purposes of the table, for each Contribution, the Contract Year in which we receive that Contribution is “Contract Year 1.”

[If you have not elected an optional benefit Rider, the following will appear]

[Withdrawal Charges will be deducted from the Investment Options from which each withdrawal is made in proportion to the amount being withdrawn from each Investment Option.]

[If GMIB or an optional GMDB benefit Rider is elected, the following will appear]

[Withdrawal Charges will be deducted from the PBA and the Investment Account in proportion to the amount subject to Withdrawal Charges after recognizing the respective Free Withdrawal Amounts described below. Withdrawal Charges are deducted from the PBA Investment Options [, ATP Investment Option,] and IA Investment Options from which each withdrawal is made in proportion to the amount subject to Withdrawal Charge being withdrawn from each Investment Option.]

Your years of participation under the Prior Contract or years since Contributions were made under the Prior Contract, if applicable, may be included for purposes of determining the Withdrawal Charge.

[If GMIB or an optional GMDB benefit is elected] [When the amount of a withdrawal is applied in any optional benefit rider under the Contract, the amount will include any applicable Withdrawal Charge.]

Free Withdrawal Amount (see Section 8.01):

[The following text will appear for Owners age 81 and older]

[[10%] of the Annuity Account Value in the IA Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the IA Investment Options during the Contract Year. In the first Contract Year amounts received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge. Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply). The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.]

[If an optional GMDB benefit without a GMIB is elected, the following will appear]

[The Free Withdrawal Amount is computed separately with respect to the IAV and the PBAV as those terms are defined in your Guaranteed Minimum Death Benefit (GMDB) Rider.

[10%] of the Annuity Account Value in the IA Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the IA Investment Options during the Contract Year, and

[10%] of the Annuity Account Value in the PBA Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the PBA Investment Options during the Contract Year.

In the Contract Year of your PBA Funding Date, if such date is later than the Contract Date, there is no Free Withdrawal Amount for the PBA in such Contract Year. If the first amount allocated to a PBA Investment Option is a transfer, there will be no Free Withdrawal Amount for the PBA in the Contract Year of the transfer and the Free Withdrawal Amount for the Investment Account will not be reduced by the transfer. In each subsequent Contract Year, subsequent Contributions and transfers made to the PBA will not be included in the Free Withdrawal Amount until the following Contract Year.

In the first Contract Year Contributions received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.

When a Withdrawal is taken from both the IA Investment Options and the PBA Investment Options, the Free Withdrawal Amount is allocated in proportion to the Withdrawal Charge attributable to the amounts Withdrawn from each.

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.]

[If GMIB is elected, the following will appear]

[The Free Withdrawal Amount is computed separately with respect to the Investment Account and the PBA as those terms are defined in your Guaranteed Minimum Income Benefit (GMIB) Rider.

With respect to the Investment Account Value, the Free Withdrawal Amount is [10%] of the Annuity Account Value in the IA Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the IA Investment Options during the Contract Year.

With respect to the PBA, the Free Withdrawal Amount is the GMIB Benefit Base on the Contract Date Anniversary multiplied by the [Annual] Rollup Rate in effect on the first day of the Contract Year minus any amount previously withdrawn from the PBA during the Contract Year. In the Contract Year of your PBA Funding Date, if such date is later than the Contract Date, there is no Free Withdrawal Amount for the PBA in such Contract Year. If the first amount allocated to a PBA Investment Option is a transfer, there will be no Free Withdrawal Amount for the PBA in the Contract Year of the transfer and the Free Withdrawal Amount for the Investment Account will not be reduced by the transfer. In each subsequent Contract Year, subsequent Contributions and transfers made to the PBA will not be included in the Free Withdrawal Amount until the following Contract Year.

Subject to the preceding paragraphs, in the first Contract Year Contributions received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.

If you voluntarily terminate the GMIB Rider and any elected GMDB Rider is still in effect, your Free Withdrawal Amount beginning in the Contract Year following such termination is [10%] of the PBAV at the beginning of the Contract Year, minus any amount previously withdrawn from the PBA during the Contract Year.

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

When a Withdrawal is taken from both the IAV and the PBAV, the Free Withdrawal Amount is allocated in proportion to the Withdrawal Charge attributable to the amounts Withdrawn from each.

The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.]

Administrative and Other Charges Deducted from Annuity Account Value (see Section 8.02 of the Contract):

Annual Administrative Charge: During the first two Contract Years the charge is equal to the lesser of 2% of your Annuity Account Value or [\$30]. Thereafter, the maximum charge is [\$30] for each Contract Year. We will deduct a charge on each Processing Date before the deduction of any other charges if your Annuity Account Value is less than [\$50,000.] The Administrative Charge will be deducted for the portion of any Contract Year in which a Death Benefit is paid, the Annuity Account Value is applied to purchase an Annuity Benefit, or the Contract is surrendered.

[The following text will appear if the IA Investment Options are elected.]

[The above charge will be deducted from the IA Investment Options on a pro rata basis. If there is insufficient value or no value in the IA Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Dollar Cost Averaging, if applicable.]

[If PBA Investment Options are elected, the following will replace the above sentence.]

[The above charge will be deducted from the IA Investment Options on a pro rata basis. If there is insufficient value or no value in the IA Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Dollar Cost Averaging, if applicable. If there is insufficient value or no value in the Account for Special Dollar Cost Averaging, if applicable, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the PBA Investment Options [and the ATP Investment Option] on a pro-rata basis.]

Transfer Charges (see Section 8.03 of the Contract):

Currently, the number of free transfers is [unlimited], subject to the terms of Sections 5.01 and 8.04. However, we reserve the right to limit the number of free transfers to [12 transfers per Contract Year].

[For each additional transfer in excess of the free transfers, we will charge the lesser of [\$25] or [2% of each transaction amount] at the time each transfer is processed. The Charge is deducted from the Investment Options from which each transfer is made on a pro-rata basis. This charge may change, subject to a maximum of [\$35] for each transaction.]

Contract Fee (see Section 8.05 of the Contract):

Annual Rate of [1.70%] (equivalent to a daily rate of [0.004697%]), plus any applicable VIO Facilitation Charge up to an annual rate equal to [0.45%] (equivalent to a daily rate of [0.001236%]).

The Contract Fee includes the following charges:

Operations Fee:	Annual rate of 1.100%
Administration Fee:	Annual rate of 0.35%
Distribution Fee:	Annual rate of 0.25%

Variable Investment Option Facilitation Charge: Annual rate up to [0.45%]

The Variable Investment Option ("VIO") Facilitation Charge applies to certain VIOs as indicated in the VIOs listed in Part B of these Data Pages. Unless otherwise specified, for VIOs indicated with

- a single* the annual rate is [0.25%] (equivalent to a daily rate of [.000686%]).
- a double** the annual rate is [0.35%] (equivalent to a daily rate of [.000961%]).
- a triple*** the annual rate is [0.45%] (equivalent to a daily rate of [.001236%]).

We may indicate a VIO Facilitation Charge up to the maximum specified above for Variable Investment Options made available under this Contract subsequent to its Issue Date.

Third Party Transfer Charge (see Section 8.07 of the Contract): We reserve the right to deduct a charge from the amounts withdrawn, which is no greater than [\$125] per occurrence for a direct rollover or direct transfer of amounts withdrawn from this Contract and transferred to a third party, or to another company, or in connection with an exchange of this Contract for a Contract issued by another company. The current charge is [\$0].

[The following text will appear in the Data Pages if the Alternate Payment Method applies:]

[Check Preparation Charge (see Section 9.07 of the Contract): Alternate Payment Method] We will pay all amounts due under this Contract by direct deposit to a bank account that accepts such deposits provided that you have given us authorization, and the information we need to initiate the deposit, in a form acceptable to us. If you have not provided such authorization and information, we will make the payment by check drawn on a bank located in the United States (subject to any check preparation charge specified herein) or by any other method to which you and we agree. All payments will be made in U.S. Dollars. Any Check Preparation Charge will not exceed \$[85]. [Currently, there is no charge for this service.]

PART D – This part describes waivers of certain charges in your Contract.

Withdrawal Charge Waivers

For purposes of Withdrawal Charge waiver items 1 through 6 reference to "Owner" means: (a) under Joint Owner Contracts, the older of the Owner and Joint Owner and (b) under Contracts owned by Non-Natural Owner(s), the Annuitant, or the older of the Annuitant and Joint Annuitant, if applicable.

For Waivers 3, 4 and 5 specified below there is a twelve month ineligibility period (the period during which you are ineligible to receive the waiver benefit) beginning on the Contract Date of this Contract and ending on the first Contract Date Anniversary. Once the ineligibility period has expired, the Owner (herein referred to as "the claimant") may submit a claim for any such waiver. The claim must be submitted on our Withdrawal Charge waiver form within 10 Business Days of submitting the withdrawal request before any waiver benefit is provided. If the Withdrawal Charge waiver form is not submitted within 10 Business Days of the withdrawal request, it is considered that the claimant complied with the claim requirements if the claimant submits written proof covering the occurrence, the character of and the extent of the occurrence for which the claim is made. If the claim is denied by AXA Equitable, the withdrawal will not be processed until the claimant is notified of the denial and is provided with the opportunity to accept or reject the withdrawal proceeds, including any applicable withdrawal charge. The withdrawal shall not prejudice the waiver of any Withdrawal Charge while the Withdrawal Charge waiver benefit is applicable.

In accordance with Section 8.01 of the Contract, we reserve the right to reduce or waive the Withdrawal Charge. No Withdrawal Charge will apply in these events:

1. the Owner dies and the Death Benefit is payable;
2. the receipt by us of a properly completed form electing application of the Annuity Account Value to be used to purchase a life annuity, as described in Section 7.05; or
3. the Owner is unable to perform three "activities of daily living" as defined in Items (i) through (vi) and provide documentation satisfactory to us that the Owner is unable to perform three "activities of daily living" as defined in Items (i) through (vi). Such proof must include, but is not limited to, written certification from a U.S. licensed physician. "Physician" means a person, defined in Section 1861(r)(1) of the Social Security Act, who is licensed to practice the healing arts and is performing only those services within the scope of his or her license;
 - (i) "Bathing" means washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
 - (ii) "Continence" means the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
 - (iii) "Dressing" means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
 - (iv) "Eating" means feeding oneself by food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
 - (v) "Toileting" means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
 - (vi) "Transferring" means moving into or out of a bed, chair or wheelchair.
4. we receive proof satisfactory to us that the Owner's life expectancy is six months or less (such proof must include, but is not limited to, certification by a U. S. licensed physician); or

5. the Owner has been confined to a nursing home for more than a 90 day period (or such other period, if required in your state) as verified by a U. S. licensed physician. A nursing home for this purpose means one which is (i) approved by Medicare as a provider of skilled nursing care services, or (ii) licensed as a skilled nursing home by the state or territory in which it is located (it must be within the United States, Puerto Rico, U.S. Virgin Islands, or Guam) and meets all the following:
 - its main function is to provide skilled, intermediate or custodial nursing care;
 - it provides continuous room and board to three or more persons;
 - it is supervised by a registered nurse or practical nurse;
 - it keeps daily medical records of each patient;
 - it controls and records all medications dispensed; and
 - its primary service is other than to provide housing for residents.
6. for IRA and NQ Contracts, the Spousal Continuation option is elected and the surviving spouse withdraws Contributions made prior to the original Owner's death. This option is not available with the Inherited Traditional IRA and Inherited Roth IRA Contracts.

[Item 7 below will apply only to Contract Owners in the market segments under which the Beneficiary Continuation Option is available (NQ, Traditional IRA, and Roth IRA)]

7. [a Death Benefit is payable and the Beneficiary Continuation Option is elected.]

[Item 8 applies to Traditional IRA Contracts]

8. [a withdrawal is made under our Automatic Required Minimum Distribution Withdrawal Service or withdrawals made under our Substantially Equal Withdrawal Program. However, in each Contract Year, the amount of the Required Minimum Distribution [or Substantially Equal Withdrawal] is included in determining whether subsequent withdrawals during the Contract Year exceed the Free Withdrawal Amount.]

[Item 9 applies to Traditional IRA Contracts]

9. [amounts under this Contract that are directly transferred to a [Retirement Cornerstone] Roth IRA Contract of the same class for purposes of a Roth IRA conversion.]

[Item 10 applies to Contracts with a GMIB Rider]

10. [withdrawals from Contracts with a GMIB Rider, which do not exceed the GMIB Annual Withdrawal Amount in a Contract Year.]

Part E – This part describes certain Terms and Conditions applicable to the Riders issued under your Contract.

[Terms and Conditions Applicable to your **Guaranteed Minimum Income Benefit (GMIB) Rider**. Please read the Rider for the complete provisions shown below.

Your GMIB Rider is effective as of the Contract Date.

1. The Rider's Guaranteed Minimum Income Benefit (Section I)

You may exercise GMIB within [30] days of a Contract Date Anniversary after you have met the waiting period requirements described in Sections II.D.8 and III.B., and begin to receive Lifetime GMIB Payments as described in Section III of the Rider. An exception to the waiting period, described in Section III. C., will apply if the Cost of the Rider increases as described in Part V of the Rider and as a result, you decide to exercise GMIB prior to the expiration of the waiting period. The GMIB has a No Lapse Guarantee which is described in Section II. E. of the Rider. Prior to GMIB Exercise, you may take withdrawals up to your Annual Withdrawal Amount as described in Section II. C. below without reducing your beginning of Contract Year GMIB Benefit Base.

2. Your Annual Withdrawal Amount (Section II.C.)

The "Annual Withdrawal Amount" ("AWA") for each Contract Year is equal to (i) the GMIB Benefit Base at the beginning of the Contract Year multiplied by (ii) the Annual Rollup Rate in effect for the first day of the Contract Year. There is an AWA beginning in the Contract Year following the Contract Year in which your PBA Funding Date occurs. "GMIB Benefit Base" and "Annual Rollup Rate" are defined in your GMIB Rider.

3. Adjustment of the GMIB Benefit Base for Withdrawals and Excess Withdrawals (Section II.D.7.)

Beginning [in the Contract Year following your PBA Funding Date], withdrawals up to the AWA do not reduce the GMIB Benefit Base. Instead, such withdrawals reduce the Annual Rollup Amount to be added to the GMIB Benefit Base on the Contract Date Anniversary by the dollar amount of the withdrawal, as described above.

[In any Contract Year, a required minimum distribution withdrawal ("RMD Withdrawal") that is taken through our Automatic RMD Withdrawal Service from the PBA, in excess of the AWA, that is needed to meet a required minimum distribution reduces the GMIB Benefit Base by the dollar amount of the RMD Withdrawal in excess of the AWA.

RMDs will be withdrawn first from your IA Investment Options, then from the Special [Money Market] Dollar Cost Averaging Account and then pro-rata from the PBA Investment Options [and the ATP Investment Option], if there are insufficient amounts in the IA Investment Options and Special [Money Market] Dollar Cost Averaging Account to satisfy the required minimum distribution.

If you do not elect our Automatic RMD Withdrawal Service and if your value in the IA Investment Option, Account for Special [Money Market] Dollar Cost Averaging and AWA is insufficient to satisfy the RMD amount, any additional withdrawal taken in the same Contract Year from your PBA will be treated as an Excess Withdrawal.]

“Excess Withdrawal” means the amount of any withdrawal or portion of any withdrawal taken from the PBA in a Contract Year that together with all other withdrawals from the PBA exceeds the AWA for that Contract Year. All withdrawals made from the PBA [in the Contract Year in which your PBA Funding Date occurs] are “Excess Withdrawals.” [An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described above.] *An Excess Withdrawal may reduce future benefits by more than the dollar amount of the excess withdrawal(s).* “Future benefits” means AWA withdrawals and Lifetime GMIB Payments. You may contact your financial professional or the Processing Office to determine if, as of that date, a contemplated withdrawal amount would cause an Excess Withdrawal.

Except as provided in the first [two] paragraph[s] of this Section, a withdrawal from the PBA reduces the GMIB Benefit Base on a pro rata basis. A pro-rata reduction is determined as follows: 1) Divide the amount of your withdrawal that exceeds your AWA by your PBAV immediately preceding the withdrawal; 2) Multiply the fraction calculated in (1) by the amount of your GMIB Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

4. **Annual Reset of the GMIB Benefit Base** (Section II.D.8.)

On the [first] Contract Date Anniversary that follows your PBA Funding Date and each Contract Date Anniversary thereafter until the Contract Date Anniversary following your [95th] birthday you may reset your GMIB Benefit Base to equal the PBAV on that Contract Date Anniversary, if the PBAV is greater than the GMIB Benefit Base. You have [30] days following each eligible Contract Date Anniversary to reset your GMIB Benefit Base. The Annual or Deferral (whichever applies) rollup continues on your reset GMIB Benefit Base.

When you reset your GMIB Benefit Base, the reset will result in a new waiting period to exercise the GMIB of up to the later of [10] years or the original exercise date. [If you reset your GMIB Benefit Base on or after age [86], notwithstanding anything to the contrary, you may elect a GMIB Exercise Option described in Part III of your GMIB Rider upon your Contract Date Anniversary following your [95th] birthday, or if earlier, your Maturity Date.]

5. **GMIB Exercise** (Section III)

On the Transaction Date on which you exercise GMIB, the annual lifetime income that will be provided under the fixed payout option selected will be the greater of (i) the GMIB, and (ii) the amount of income that would be provided by application of the PBAV as of the Transaction Date to our annuity rates described in the Amount of Annuity Benefits Section of your Contract for the same payout option. The GMIB Benefit Base, as defined above, is applied to the guaranteed annuity purchase factors shown in Attachment A of the Rider to determine the GMIB.

Upon GMIB exercise, you may elect [either (i) or (ii):] [(i)] our Life Annuity payout option [or, (ii)] our Life Annuity with a Period Certain payout option.] Other annuity payout options may be available at the time of exercise.

Conditions of GMIB Exercise

You may choose to begin Lifetime GMIB Payments by exercising GMIB after the required waiting period as described below. Your waiting period to exercise GMIB is extended as described in Section II.D.8. of the Rider.

After a waiting period, which begins on the Contract Date Anniversary on or immediately preceding your PBA Funding Date, you may exercise GMIB within [30] days following the applicable Contract Date Anniversary described in your Rider, based on your age as of the beginning of the waiting period.

6. **The Cost of the Rider (Section V)**

The current charge for the Rider is [1.15%] of the GMIB Benefit Base on your Contract Date Anniversary. The maximum charge for the Rider is [2.30%] of the GMIB Benefit Base on your Contract Date Anniversary. Any change in the charge will be within the range of the current and maximum charge for the Rider.

We may increase or decrease the charge for the benefit at any time after completion of [two] Contract Years. We will provide you a minimum of [30] days advance notice of any revised Rider charge.

The "Rider Charge Change Notification Date" is the date of the notice which we send to you informing you of a revised charge. If we revise the charge for the Rider, you may elect to terminate the Rider by submitting a written request to our Processing Office no later than [30] days after the Rider Charge Change Notification Date. This period is referred to as the [30] Day "Rider Drop Period."

The "Rider Charge Change Effective Date" is the date on which the new Rider Charge becomes effective on your Contract and is at least [30] days following the Rider Charge Change Notification Date. The changed charge will be assessed beginning on the Contract Date Anniversary that falls on or after the Rider Charge Change Effective Date unless a prorated charge was applied earlier in the Contract Year. However, if the Rider Charge Change Notification Date falls in the first [two] Contract Years, the Rider Charge Change Effective Date is the Business Day that is the later of (i) the first day of the [third] Contract Year or (ii) at least [30] days following the Rider Charge Change Notification Date. The new charge will be deducted beginning on your [third] Contract Date Anniversary, unless a prorated charge was applied earlier in the Contract Year.

Unless you have terminated the Rider, we will determine and deduct the above charge annually from your PBA on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charge on the transaction date for the portion of any Contract Year in which the Rider is terminated pursuant to Section VI of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract. If the Rider charge changes and the Rider terminates within [30] days of such change, the current Rider charge will apply, otherwise, the new Rider charge will apply.

The above charges will be deducted from the PBA Investment Options [and the ATP Investment Option] on a pro-rata basis. If there is insufficient value or no value in the PBA Investment Options [and the ATP Investment Option], any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the portion of the Account for Special [Money Market] Dollar Cost Averaging designated for the PBA Investment Options.

On the No Lapse Guarantee Transaction Date described in Section II. E, the charge for the benefit terminates.]

[Terms and Conditions Applicable to your “**Greater of**” **Death Benefit Rider**. Please read the Rider for the complete provisions shown below.

Your “Greater of” Death Benefit Rider is effective as of the Contract Date.

1. The Rider’s Guaranteed Minimum Death Benefit (Section I)

The GMDB under the Contract will be the greater of the Annual Rollup to Age [85] Benefit Base or the Highest Anniversary Value to Age [85] (“HAV”) Benefit Base. The Protected Benefit Account Value, operation of the Annual Rollup to Age [85] Benefit Base and the HAV Benefit Base, the Effect of Withdrawals on your Benefit Bases, the cost of the Rider and how the Rider may terminate are described in your Rider.

Withdrawals from your Protected Benefit Account Value will cause an adjustment to your GMDB Benefit Base as described in Section II. C. of the Rider. The adjustment may be greater than the amount withdrawn.

Your Death Benefit amount under the Rider is determined by comparing the Protected Benefit Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit under the Rider. The Death Benefit under the Contract is equal to the sum of the Death Benefit under the Rider and the Investment Account Value.

2. GMDB Benefit Base (Section II.C.)

Your GMDB Benefit Base is used to determine your GMDB described in your Rider. Your GMDB Benefit Base is also used to determine the cost of the Rider as described in Section IV of the Rider. Your GMDB Benefit Base is funded as of the PBA Funding Date. While the Rider is in effect, once amounts are allocated or transferred to the PBA Investment Options, they may be transferred only among PBA Investment Options. Additional transfer rules are described in these Data Pages.

Your GMDB Benefit Base is the greater of the Annual Rollup to Age [85] Benefit Base (“Rollup Benefit Base”) and the HAV Benefit Base. Your benefit base stops rolling up and ratcheting on the Contract Date Anniversary following your [85th] birthday. Your initial Rollup Benefit Base and HAV Benefit Base are each equal to your initial Contribution or transfer, whichever comes first, to the PBA. Thereafter, each Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer to the PBA, and each Benefit Base is adjusted for withdrawals. The way we calculate your Rollup Benefit Base and HAV Benefit Base is more fully described in your Rider.

3. Annual Adjustment of the GMDB Rollup Benefit Base with the Annual Rollup Amount (Section II.C.5.)

If a withdrawal has ever been taken from your PBA, your GMDB Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the GMDB Rollup Benefit Base at the beginning of the Contract Year; plus
- (ii) Contributions and transfers to the PBA during the Contract Year; minus
- (iii) any adjustments for Excess Withdrawals (defined below) from the PBA during the Contract Year, [minus
- (iv) the dollar amount of any required minimum distribution withdrawals (“RMD Withdrawal”) (defined below) in excess of your remaining AWA taken through our Automatic RMD Withdrawal Service from your PBAV during the Contract Year to the extent such withdrawals exceed your AWA from the PBA during the Contract Year;] plus

- (v) A) [in the Contract Year of your PBA Funding Date], any remaining Annual Rollup Amount and B) in any Contract Year thereafter, the Annual Rollup Amount for the Contract Date Anniversary reduced by the dollar amount of total withdrawals from your PBA, up to your AWA as described in the GMIB Rider.

[“RMD Withdrawal” means a withdrawal that meets the lifetime required minimum distribution rules under the Code.]

“Excess Withdrawal” means any withdrawal or portion of a withdrawal taken from the PBA during a Contract Year that, together with all other amounts withdrawn from the PBA during that year, causes the total of such withdrawals to exceed the AWA. An Excess Withdrawal may reduce future benefits by more than the dollar amount of the withdrawal(s).

4. **Annual Adjustment of the GMDB Rollup Benefit Base with the Deferral Rollup Amount**
(Section II.C.6.)

Prior to taking a withdrawal under your Contract from the PBA, instead of the adjustment described above, your GMDB Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the GMDB Rollup Benefit Base at the beginning of the Contract Year, plus
- (ii) Contributions and transfers to the PBA during the Contract Year, plus
- (iii) the Deferral Rollup Amount for the Contract Date Anniversary.

Once a withdrawal is made under your Contract from the PBA, no Deferral Rollup Amount adjustment is made to your GMDB Rollup Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years. In those Contract Years, any adjustment to your GMDB Rollup Benefit Base will be done according to the provision in C.5. above.

5. **Annual Reset of the Rollup Benefit Base** (Section II.C.7.)

As described in your GMIB Rider, you may elect to reset your GMIB Benefit Base. If you have so elected to reset such GMIB Benefit Base on each Contract Date Anniversary, until the Contract Date Anniversary following your [85th] birthday, the Rollup Benefit Base under the Rider will reset automatically to the PBAV.

6. **The Cost of The Rider** (Part IV)

The current charge for the Rider is [1.15%] of the GMDB Benefit Base. This charge is based on the greater of the Rollup and the HAV Benefit Bases on your Contract Date Anniversary. The maximum charge for the benefit is [2.30%] of the Rider’s Benefit Base on your Contract Date Anniversary.

We may increase or decrease the charge for the benefit at any time after completion of [two] Contract Years. We will provide you a minimum of [30] days advance notice of any revised Rider charge.

The “Rider Charge Change Notification Date” is the date of the notice which we send to you informing you of a revised charge. If we revise the charge for the Rider, you may elect to terminate the Rider by submitting a written request to our Processing Office no later than [30] days after the Rider Charge Change Notification Date. This period is referred to as the [30] Day “Rider Drop Period.”

The "Rider Charge Change Effective Date" is the date on which the new Rider Charge becomes effective on your Contract and is at least [30] days following the Rider Charge Change Notification Date. The changed charge will be assessed beginning on the Contract Date Anniversary that falls on or after the Rider Charge Change Effective Date unless a prorated charge was applied earlier in the Contract Year. However, if the Rider Charge Change Notification Date falls in the first [two] Contract Years, the Rider Charge Change Effective Date is the Business Day that is the later of (i) the first day of the [third] Contract Year or (ii) at least [30] days following the Rider Charge Change Notification Date. The new charge will be deducted beginning on your [third] Contract Date Anniversary, unless a prorated charge was applied earlier in the Contract Year.

Unless you have terminated the Rider, we will determine and deduct the above charge annually from your PBA on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charge on the transaction date for the portion of any Contract Year in which the Rider is terminated pursuant to Section V. of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract. If the Rider charge changes and the Rider terminates within the [30] Day Rider Drop Period, the current Rider charge will apply, otherwise, the new Rider charge will apply.

The above charge will be deducted from the PBA Investment Options on a pro-rata basis. If there is insufficient value or no value in the PBA Investment Options any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the portion of the Account for Special [Money Market] Dollar Cost Averaging designated for the PBA Investment Options.]

[Terms and Conditions Applicable to your **Highest Anniversary Value Death Benefit Rider**. You have elected this Rider with the GMIB Rider. Please read the Rider for the complete provisions shown below.

Your Highest Anniversary Value Death Benefit Rider is effective as of the Contract Date.

1. **The Rider's Guaranteed Minimum Death Benefit** (Section I)

*The GMDB is derived from a benefit base as described in Section II of the Rider. You must contribute or transfer amounts to the Protected Benefit Account to fund a GMDB Benefit Base in order to receive benefits under the Rider. **The GMDB Benefit Base is used solely to calculate the GMDB described in the Rider and its charge and does not provide a Cash Value or any minimum account value and cannot be withdrawn.***

The GMDB under the Contract will be the Highest Anniversary Value to Age [85] ("HAV") Benefit Base. The Rider describes the operation of the HAV Benefit Base, the Effect of Withdrawals on your Benefit Base, the cost of the Rider and how the Rider may terminate.

Withdrawals from your Protected Benefit Account Value will cause an adjustment to your GMDB Benefit Base as described in Section II. C. of the Rider. The adjustment may be greater than the amount withdrawn.

Your Death Benefit amount under the Rider is determined by comparing the Protection with Investment Performance Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit under the Rider. The Death Benefit under the Contract is equal to the sum of the Death Benefit under the Rider and the Investment Account Value.

2. **GMDB Benefit Base** (Section II.C. and Section III)

Your GMDB Benefit Base is the HAV Benefit Base. Your initial HAV Benefit Base is equal to your initial Contribution or transfer to the PBA. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer from an IA Investment Option to a PBA Investment Option, and the Benefit Base is adjusted for withdrawals. The way we calculate your HAV Benefit Base is described in your Rider.

On each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the PBAV is greater than the current HAV Benefit Base, the HAV Benefit Base is reset to equal the PBAV.

3. **Effect of Withdrawals on your Highest Anniversary Value Benefit Base** (Section IV)

The HAV Benefit Base will be reduced by withdrawals from the PBA Investment Options. During each Contract Year, [prior to completion of the Contract Year of your PBA Funding Date,] your HAV GMDB will be reduced on a pro-rata basis.

Thereafter, your HAV Benefit Base will be reduced by the dollar amount of any withdrawal as long as the sum of your withdrawals in that Contract Year does not exceed your Annual Withdrawal Amount ("AWA"), as described in your Guaranteed Minimum Income Benefit ("GMIB") Rider. Once a withdrawal is made that causes cumulative withdrawals in a Contract Year to exceed your AWA, the portion of that withdrawal that exceeds your AWA and any subsequent withdrawals in that Contract Year will cause a pro-rata reduction of the HAV Benefit Base.

[The following sentence describing required minimum distribution treatment will appear if applicable.]
[RMD Withdrawals made under our Automatic Withdrawal Service will reduce the HAV Benefit Base by the dollar amount of such withdrawal.]

Notwithstanding the above two paragraphs, if you terminate your GMIB Rider prior to the termination of the Rider, your HAV Benefit Base will be reduced by all withdrawals, [including any required minimum distribution withdrawals (“RMD Withdrawals”, defined in your Rider,) on a pro-rata basis, beginning on the transaction date of the GMIB Rider termination.

4. **The Cost of The Rider** (Section V)

The charge for the benefit is [0.35%] of the HAV Benefit Base. The charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your PBAV on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which the Rider is terminated pursuant to Section VI. of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the PBA Investment Options on a pro-rata basis. If there is insufficient value or no value in the PBA Investment Options any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the portion of the Account for Special [Money Market] Dollar Cost Averaging designated for the PBA Investment Options.]

[Terms and Conditions Applicable to your **Highest Anniversary Value Death Benefit Rider**. Please read the Rider for the complete provisions shown below.

Your Highest Anniversary Value Death Benefit Rider is effective as of the Contract Date.

1. **The Rider's Guaranteed Minimum Death Benefit** (Section I)

The GMDB under the Contract will be the Highest Anniversary Value to Age [85] ("HAV") Benefit Base. The Rider describes the operation of the HAV Benefit Base, the Effect of Withdrawals on your Benefit Base, the cost of the Rider and how the Rider may terminate.

Withdrawals from your Protected Benefit Account Value will cause an adjustment to your GMDB Benefit Base as described in Section IV. of the Rider. The adjustment may be greater than the amount withdrawn.

Your Death Benefit amount under the Rider is determined by comparing the Protected Benefit Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit under the Rider. The Death Benefit under the Contract is equal to the sum of the Death Benefit under the Rider and the Investment Account Value.

2. **GMDB Benefit Base** (Section II.C. and Section III)

Your GMDB Benefit Base is the HAV Benefit Base. Your initial HAV Benefit Base is equal to your initial Contribution or transfer to the PBA Investment Options. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer from an IA Investment Option to a PBA Investment Option, and the Benefit Base is adjusted for withdrawals. The way we calculate your HAV Benefit Base is described in your Rider.

On each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the PBAV is greater than the current HAV Benefit Base, the HAV Benefit Base is reset to equal the PBAV.

3. **The Cost of The Rider** (Section V)

The charge for the benefit is [0.35%] of the HAV Benefit Base. This charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your PBA Investment Options on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which the Rider is terminated pursuant to Section VI. of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the PBA Investment Options on a pro-rata basis. If there is insufficient value or no value in the PBA Investment Options any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the portion of the Account for Special [Money Market] Dollar Cost Averaging designated for the PBA Investment Options.]

[Terms and Conditions Applicable to your **Return of Principal Death Benefit Rider**. Please read the Rider for the complete provisions shown below.

Your Return of Principal Death Benefit Rider is effective as of the Contract Date.

1. **The Rider's Guaranteed Minimum Death Benefit** (Section I)

Your GMDB Benefit Base is used to determine your GMDB described in your Rider. Your GMDB Benefit Base is equal to: 1) your initial Contribution and Subsequent Contributions to the PBA Investment Options as described in Part III of your Contract ("Contributions and Allocations"), and 2) amounts transferred, as described in Part IV of your Contract ("Transfers Among Investment Options") from an IA Investment Option to a PBA Investment Option, less any deductions that reflect withdrawals. While your Rider is in effect, once amounts are allocated or transferred to the PBA Investment Options, they may be transferred only among these Options.

Your Death Benefit amount under the Rider is determined by comparing the Protected Benefit Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit under your Rider. The Death Benefit under the Contract is equal to the sum of the Death Benefit under your Rider and the Investment Account Value.

2. **The Cost of The Rider** (Section II)

[There is no charge for the benefit.]]

DATA

PART A -- This part lists your personal data.

Owner: [JOHN DOE] Age: [60] Sex: [Male]
[Available only under NQ Contracts]
[Joint Owner:] [JANE DOE] Age: [55] Sex: [Female]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]
[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

[Applicable to Qualified Plan Contracts]
[Employer;] [ABC Company]
[Plan:] [ABC Company Plan]

Beneficiary: [JANE DOE]

Contract Number: [00000]

Endorsement(s) Attached:

[Endorsement Applicable to the Termination of an Optional Guaranteed Minimum Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s)]
[Endorsement Applicable to Credits and Earning Bonuses]

[Market Segment Endorsement(s)]

[Endorsement Applicable to Non-Qualified Contracts]
[Endorsement Applicable to Defined Contribution Qualified Plan Contracts]
[Endorsement Applicable to Defined Benefit Qualified Plan Contracts]
[Endorsement Applicable to Traditional IRA Contracts]
[Endorsement Applicable to Roth IRA Contracts]

[Investment Options Endorsement(s)]

[Endorsement Applicable to Special Money Market Dollar Cost Averaging]
[Endorsement Applicable to the Asset Transfer Program (ATP)]

[Optional Rider(s) Attached:

[Guaranteed Minimum Income Benefit Rider]
[Guaranteed Minimum Death Benefit Rider – Greater of Death Benefit]
[Guaranteed Minimum Death Benefit Rider – Highest Anniversary Value]
[Guaranteed Minimum Death Benefit Rider – Return of Principal]

Issue Date: [January 1, 2013]
Contract Date: [January 1, 2013]
[Maturity Date: [January 1, 2048]

The Maturity Date may not be prior to [five years from the Contract Date] nor later than the Contract Date Anniversary which follows the Annuitant's [95th] birthday. (see Section 7.02) The Maturity Date is based on the Annuitant's date of birth and will not change under the Contract except as described in Section 7.02. If there is a successor Annuitant named under the Contract, the Maturity Date will not change and will continue to be based on the original Annuitant's date of birth.

[Applicable to IRA Contract Owners only]

[If you die and your spouse elects to continue this Contract ("Spousal Continuation"), your spouse then becomes the Annuitant under the Contract and his/her date of birth will determine the Maturity Date.]

[Applicable to NQ Contract Owners only]

[If you die and your spouse elects to continue this Contract ("Spousal Continuation"), if you were also the sole Annuitant under the Contract, your spouse then becomes the Annuitant under the Contract and his/her date of birth will determine the Maturity Date. However, if your age did not originally determine the Maturity Date under the Contract, your spouse may elect to become the Annuitant, superseding any named Annuitant and your spouse's date of birth will determine the Maturity Date.]

[For NQ Contracts with Joint Annuitants]

[For Contracts with Joint Annuitants, the age of the older Annuitant determines the Maturity Date.]

You may request in writing to us an Annuity Commencement Date earlier than the Maturity Date shown above. Such request must be received by the Processing Office at least [60] days prior to the Annuity Commencement Date you request.]

[If GMIB is elected the following will appear]

[Initial [Annual] Rollup Rate:

Your initial [Annual] Rollup Rate is [5.00%]. [This rate is greater than the rate derived from the formula shown below.] [This rate will apply for [2] Contract Year[s]. After completion of [2] Contract Year[s], your Annual Rollup Rate will be determined by the formula below.]

Ten Year Treasuries Formula Rate for the Annual Rollup Rate

The minimum [Annual] Rollup Rate for [each] [Contract Year] following [the] [second Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum [Annual] Rollup Rate will never be less than [4%] or more than [8%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]]

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

[Initial Deferral Rollup Rate:

Your initial Deferral Rollup Rate is [6.00%]. [This rate is greater than the rate derived from the formula shown below.] [This rate will apply for [2] Contract Year[s]. After completion of [2] Contract Year[s], your Deferral Rollup Rate will be determined by the formula below.]

Ten Year Treasuries Formula Rate for the Deferral Rollup Rate

The minimum Deferral Rollup Rate for [each] [Contract Year] following [the] [second Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [2.00%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum Deferral Rollup Rate will never be less than [4%] or more than [8%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]]

[After your [second Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[4] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

PART B -- This part describes certain provisions of your Contract.**Guaranteed Interest Option:**

Initial Guaranteed Interest Rate	[2.75% through January 31, 2014;
Annual Guaranteed Interest Rate	1.00% through December 31, 2014]
Lifetime Minimum Guaranteed Interest Rate	[1.00%]

Initial Contribution Received: [\$100,000.00]

Credit Amount – of Initial Contribution: [\$3,000.00/ N/A*]
(see Endorsement Applicable to Credits and Earning Bonuses)

*[Credits are not applied to Contributions that result from a Roth IRA conversion from a [Retirement Cornerstone] Extra Credit Traditional IRA Contract]

Account for Special Money Market Dollar Cost Averaging [\$103,000.00]

Investment Options (See Sections 2.01 and 2.02 of the Contract)

Set forth below are the initial Investment Options available. Your initial allocation is shown. [You may not allocate amounts to more than [90] Investment Options at any time.]

<u>Investment Account (“IA”) Investment Options</u>	Amount Allocated
[All Asset Aggressive - Alt 25	
All Asset Growth - Alt 20	
All Asset Moderate Growth - Alt 15	
American Funds Insurance Series® Protected Asset Allocation Fund SM	
AXA Aggressive Strategy	
AXA Balanced Strategy	
AXA Conservative Growth Strategy	
AXA Conservative Strategy	
AXA Growth Strategy	
AXA Moderate Allocation	
AXA Moderate Growth Strategy	
BlackRock Global Allocation V.I. Fund	
EQ/AllianceBernstein Dynamic Wealth Strategies	
EQ/Franklin Templeton Allocation	
First Trust/Dow Jones Dividend & Income Allocation Portfolio	
Franklin Income Securities Fund	
Franklin Templeton VIP Founding Funds Allocation Fund	
Ivy Funds VIP Asset Strategy	
7Twelve Balanced Portfolio	
BlackRock Large Cap Growth V.I. Fund	
EQ/BlackRock Basic Value Equity	
EQ/Boston Advisors Equity Income	
EQ/Capital Guardian Research	
EQ/Davis New York Venture	
EQ/Montag & Caldwell Growth	
EQ/T. Rowe Price Growth Stock	
EQ/Wells Fargo Omega Growth	
Fidelity® VIP Contrafund® Portfolio	
Franklin Rising Dividends Securities Fund	
Invesco V.I. Diversified Dividend Fund	
Ivy Funds VIP Dividend Opportunities	
Lord Abbett Classic Stock	
MFS® Investors Growth Stock Series	
MFS® Investors Trust Series	
Multimanager Aggressive Equity	
Multimanager Large Cap Value	
Mutual Shares Securities Fund	
American Century VP Mid Cap Value Fund	
EQ/AllianceBernstein Small Cap Growth	
EQ/GAMCO Small Company Value	
EQ/Morgan Stanley Mid Cap Growth	
Fidelity® VIP Mid Cap Portfolio	
Goldman Sachs VIT Mid Cap Value Fund	
Invesco V.I. Mid Cap Core Equity Fund	

Invesco V.I. Small Cap Equity Fund
Ivy Funds VIP Mid Cap Growth
Ivy Funds VIP Small Cap Growth
Lord Abbett Growth Opportunities
Multimanager Mid Cap Growth
Multimanager Mid Cap Value
Multimanager Small Cap Value

EQ/Emerging Markets Equity PLUS
EQ/Global Multi-Sector Equity
EQ/International Core PLUS
EQ/International Value PLUS
EQ/Large Cap Growth PLUS
EQ/Large Cap Value PLUS
EQ/Mid Cap Value PLUS

AllianceBernstein VPS International Growth Portfolio
American Funds Insurance Series® Global Small
Capitalization FundSM
American Funds Insurance Series® New World Fund®
EQ/MFS International Growth
EQ/Oppenheimer Global
Invesco V.I. International Growth Fund
Lazard Retirement Emerging Markets Equity Portfolio
MFS® International Value Portfolio
Multimanager International Equity
Templeton Developing Markets Securities Fund
Templeton Foreign Securities Fund

EQ/GAMCO Mergers and Acquisitions
EQ/Natural Resources PLUS
EQ/Real Estate PLUS
Invesco V.I. Global Real Estate Fund
Ivy Funds VIP Energy
Ivy Funds VIP Global Natural Resources
Ivy Funds VIP Science & Technology
MFS® Technology Portfolio
MFS® Utilities Series
PIMCO VIT CommodityRealReturn® Strategy
Portfolio
ProFund VP Biotechnology
T. Rowe Price Health Sciences Portfolio - II
Van Eck VIP Global Hard Assets Fund

EQ/Common Stock Index
EQ/Equity 500 Index
EQ/International Equity Index
EQ/Large Cap Growth Index
EQ/Large Cap Value Index
EQ/Mid Cap Index
EQ/Small Company Index

American Funds Insurance Series® Bond FundSM
EQ/Core Bond Index
EQ/Global Bond PLUS

EQ/High Yield Bond
 EQ/Intermediate Government BondEQ/Money Market
 EQ/PIMCO Global Real Return
 EQ/PIMCO Ultra Short Bond
 Fidelity® VIP Strategic Income Portfolio
 Franklin Strategic Income Securities Fund
 Guaranteed Interest Option (GIO)
 Invesco V.I. High Yield Fund
 Ivy Funds VIP High Income
 Lord Abbett Bond Debenture
 PIMCO VIT Emerging Markets Bond Portfolio
 PIMCO VIT Real Return Portfolio
 PIMCO VIT Total Return Portfolio
 Templeton Global Bond Securities Fund]

An asterisk (either *, ** or ***), identifies Variable Investment Options to which certain charges under Part C apply.

Guaranteed Interest Option (GIO) (maximum 25%) [\$0.00]

[No more than [25%] of the total Annuity Account Value of the IA Investment Options [and the Protected Benefit Account (“PBA”) Investment Options] may be allocated to the GIO.]

Total (Amount Allocated to Investment Account Investment Options): [\$0.00]

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [70].

<u>PBA Investment Options</u>	<u>Amount Allocated</u>
[GB AXA Aggressive Strategy	
GB AXA Balanced Strategy	
GB AXA Conservative Growth Strategy	
GB AXA Conservative Strategy	
GB AXA Growth Strategy	
GB AXA Moderate Growth Strategy	
GB EQ/AllianceBernstein Dynamic Wealth Strategies]	

An asterisk (either *, ** or ***), identifies Variable Investment Options to which certain charges under Part C apply.

[You may not contribute to or transfer amounts into the **AXA Ultra Conservative Strategy Investment Option**. This is the Asset Transfer Program Investment Option described in the Endorsement Applicable to the Asset Transfer Program.]

Total (Amount Allocated to PBA Investment Options): [\$0.00]

Total Amount Allocated to Account for Special Money Market Dollar Cost Averaging, IA Investment Options and PBA Investment Options: [\$103,000.00]

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [70].

Contributions and Allocations (See Sections 3.01 and 3.02 of the Contract):

Contribution Limits and Requirements:

Initial Contribution minimum: [\$10,000] **Subsequent Contribution minimum:** [\$500] Subsequent Contributions to the IA Investment Options can be made until the older of the original Annuitant and Owner attain age [70] or if later, the [first] Contract Date Anniversary.

[If GMIB or an optional GMDB is elected the following will appear] [Subsequent Contributions to the PBA Investment Options can be made until the older of the original Annuitant and Owner attain age [70] or if later, the [first] Contract Date Anniversary.] *[For NQ and Traditional and Roth IRA Contracts, the following additional text will appear]* [If your Contract is continued under the Spousal Continuation provision described in your [Traditional IRA] [Roth IRA] [NQ] Endorsement a Contribution to the PBA Investment Options can be made until the surviving spouse attains age [70] or if later, the [first] Contract Date Anniversary.]

[If GMIB or an optional GMDB is elected the following will appear]
[Subsequent Contributions to the PBA Investment Options are not permitted after the date the first Withdrawal is taken from the PBAV, notwithstanding the prior sentence(s).]

[If GMIB is elected the following will appear] [No additional Contributions or transfers may be made to the PBA Investment Options on or after the No Lapse Guarantee Transaction Date (see Part II. E. of the GMIB Rider).] *[If GMIB or an optional GMDB is elected the following will appear]* [Transfers and Contributions to the PBA Investment Options may not exceed a total of [\$1,500,000]. No Contributions may be made to any supplementary Contract.]

[We may discontinue Contributions and/or transfers to the PBA upon advance written notice to you. The advance notice period is shown immediately below. Any change in limitations or discontinuation of Contributions will be implemented to manage the financial risk to the Company in the event market and/or economic conditions decline. If we discontinue Contributions and transfers to the PBA, any subsequent Contribution or automated transfer will be allocated to the IA Investment Options corresponding to the PBA Investment Options that were specified in your allocation instructions. If we are not offering such IA Investment Options as of the discontinuance date, we may substitute an IA Investment Option that has a different name or investment manager provided it has a substantially similar investment policy. [If a specific PBA Investment Option is closed, we may allocate any subsequent Contributions and transfer amounts to such PBA Investment Option to the [AXA Balanced Strategy] Investment Option.]]

The advanced notice period for discontinuance or limitation of Contributions and/or transfers is [45] days.

[Cumulative Contribution Limit for all issue ages, the following text will appear]

[We may refuse to accept any Contribution if the sum of all Contributions under all ["Retirement Cornerstone" and "Accumulator"] Contracts with the same Annuitant or Owner would then total more than [\$1,500,000]. [If we accept any such Contribution under this Contract, your Investment Options may be limited to the Investment Account Investment Options.]]

[If we apply the 150% rule, the following will appear. Not applicable at launch.] [We reserve the right to limit aggregate Contributions and transfers to the PBA after the Contract Year containing your PBA Funding Date to [150%] of the total amount of the Contributions and transfers to the PBA in the same Contract Year as your PBA Funding Date.]

[AXA Equitable Annuity accumulation Contract contribution limit]

We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would total [\$2,500,000.]

We may refuse to accept any Contribution if the source of such Contribution is an existing AXA Equitable Contract.

Transfer Rules (see Section 4.02 of the Contract):

Transfer requests must be in writing and delivered by U.S. mail to our Processing Office unless we accept an alternative form of communication (such as internet, fax or automated telephone). The use of alternative forms of communication is subject to our rules then in effect for each such service. We may provide information about our rules and the use of communications services in the Contract prospectus, prospectus supplements or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that we make available may be changed or discontinued at any time. Communications services may be restricted or denied if we determine that you used such services for market timing or other trading strategies that may disrupt operation of a Variable Investment Option or have a detrimental effect on the unit value of any Variable Investment Option.

We reserve the right to:

- a) [limit transfers among or to the Variable Investment Options to no more than once every 30 days,
- b) require a minimum time period between each transfer into or out of one or more specified Variable Investment Options,
- c) establish a maximum dollar amount that may be transferred by an Owner on any Transaction Date among Variable Investment Options,
- d) reject transfer requests from a person acting on behalf of multiple Contract Owners unless pursuant to a trading authorization agreement that we have accepted,
- e) restrict or prohibit transfers in connection with execution of Investment Fund instructions to restrict or prohibit purchases or redemptions of fund shares or to collect a redemption fee on transfers involving fund shares,
- f) impose conditions or limitations on transfer rights, restrict transfers or refuse any particular transfer if we are concerned that market timing, excessive trading or other trading strategies may disrupt operation of a Variable Investment Option or may have a detrimental effect on the unit value of any Variable Investment Option or determine that you have engaged in any such strategy.]

The maximum amount that may be transferred from the Guaranteed Interest Option to any other Investment Option in any Contract Year is the greatest of:

- (a) [25%] of the amount you have in the Guaranteed Interest Option on the last day of the prior Contract Year; or,
- (b) the total of all amounts transferred at your request from the Guaranteed Interest Option to any of the other Investment Options in the prior Contract Year; or
- (c) [25%] of the total of all amounts transferred or allocated into the Guaranteed Interest Option during that Contract Year.

Transfers into the Guaranteed Interest Option are not permitted if the requested transfer would result in more than [25%] of the Annuity Account Value being allocated to the Guaranteed Interest Option, based on the Annuity Account Value of the previous Business Day. We may suspend these transfer restrictions upon notice to you. We will advise you of any such liberalization. We will also advise you at least [45 days] in advance of the day we intend to reimpose any such restrictions, unless we have previously specified that date when we notified you of the liberalization.

[Transfer rules among the IA Investment Options and the PBA Investment Options if GMIB or an optional GMDB is elected the following will appear]

[Transfers of amounts from your IA Investment Options to the PBA Investment Options are permitted until the older of the original Annuitant and the Owner attain age [70] or if later, the first Contract Date Anniversary. Transfers of amounts from your IA Investment Options to the PBA Investment Options are not permitted after the date a Contribution is made to the IA Investment Options subsequent to the date the first Withdrawal is taken from the PBA. The preceding sentence does not apply to subsequent Contributions received in the first 90 days after the Contract Date]. ***[For NQ and Traditional and Roth IRA Contracts, the following additional text will appear]*** [If your Contract is continued under the Spousal Continuation provision described in your [Traditional IRA] [Roth IRA] [NQ] Endorsement a transfer to the PBA Investment Options can be made until the surviving spouse attains age [70] or if later, the [first] Contract Date Anniversary.]

[If GMIB or an optional GMDB is elected the following will appear]

[Transfers to the PBA Investment Options are no longer permitted if a Contribution is made to the Investment Account after the date the first Withdrawal is taken from the PBA.]

Transfers and Contributions to the PBA may not exceed a total of \$[1,500,000].]

[If we apply the 150% rule, the following will appear. Not applicable at launch.] [We reserve the right to limit aggregate Contributions and transfers to the PBA after the Contract Year containing your PBA Funding Date to [150%] of the total amount of the Contributions and transfers to the PBA in the same Contract Year as your PBA Funding Date.]

[The following will appear if GMIB or an optional GMDB has been elected.] [Contributions to the Account for Special Money Market Dollar Cost Averaging scheduled to be transferred into the PBA Investment Options over the duration of the program will increase your [GMIB Benefit Base] [or any] [GMDB Benefit Base] as of the effective date you contribute to a Special Money Market Dollar Cost Averaging Program.]

Transfers of amounts from the PBA Investment Options to the IA Investment Options are not permitted, except as described in the Termination Provision of the GMIB and/or GMDB Rider(s) that you have elected.

We may discontinue accepting transfer requests to the PBA Investment Options at any time with advance written notice to you.

If we discontinue transfers to the PBA Investment Options, any subsequent automated transfer will be allocated to the IA Investment Options corresponding to the PBA Investment Options in your allocation instructions. If we are not offering such IA Investment Options as of the discontinuance date, we may substitute an IA Investment Option that has a different name or investment manager provided it has a substantially similar investment policy. If a specific PBA Investment Option is closed, we may allocate any subsequent Contributions and transfer amounts to such PBA Investment Option to the [AXA Balanced Strategy] Investment Option.]

[The following text will apply when GMIB is elected with this Contract.] [In addition to the above, any transfer rules described in the Endorsement Applicable to the Asset Transfer Program (ATP) issued with this Contract will apply.]

Withdrawals (see Section 5.01 of the Contract): Lump Sum Withdrawals: The Lump Sum Withdrawal minimum amount is [\$300]. *[Applicable to QP-DB and QP-DC market segments only:]* [Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.]

Lump sum Withdrawals will be taken in accordance with your election of (a), (b), (c) or (d) as set forth below:

- a) Withdrawals will be taken on a pro-rata basis from the PBA Investment Options [and ATP Investment Option] only,
- b) Withdrawals will be taken on a pro-rata basis from designated IA Investment Options,
- c) Withdrawals will be taken in specified amounts, from both the PBA Investment Options (on a pro-rata basis from such Options) and any designated IA Investment Options, or
- d) Withdrawals will be taken in accordance with the following order i) from the IA Investment Options on a pro-rata basis, then ii) from the Special Money Market Dollar Cost Averaging Account, then iii) from the PBA Investment Options [and the ATP Investment Option] on a pro-rata basis.

Required Minimum Distributions and Withdrawal requests with no instructions will be taken in accordance with item d) above. We must receive your election before processing your Withdrawal request.

[The following language is applicable to Traditional IRA Contracts]

[Automatic Required Minimum Distribution Withdrawals: The Automatic Required Minimum Distribution Withdrawal minimum initial amount is [\$250]. See Endorsement Applicable to Traditional IRA Contracts.]

Contract Termination (see Section 5.02 of the Contract):

Requests for a withdrawal must be for either (a) 90% or less of the Cash Value or (b) 100% of the Cash Value (surrender of the Contract). A request for more than 90% of the Cash Value will be considered a request to withdraw 100% of the Cash Value and this Contract will terminate.

If a withdrawal is made that would result in a Cash Value less than [\$500], we will so advise you and have the right to pay you such Value. In that case, this Contract will terminate.

This Contract (including any attached Endorsements and Riders) will terminate if there is no Annuity Account Value.

Annuity Benefit Forms - (Normal Form of Annuity Benefit) (see Section 7.04 of the Contract):

[Life Annuity 10 Year Period Certain] [For Annuity Commencement Date ages 80 and greater the "Period Certain" is as follows]

<u>Annuitization Age</u>	<u>Length of Period Certain</u>
[Up to age 80	10
81	9
82	8
83	7
84	6
85	5
86	4
87	3
88	2
89	1
90 through 95	0]

Amount of Annuity Benefit (see Section 7.05 of the Contract):

The amount applied to provide the Annuity Benefit will be (1) the Annuity Account Value for any life annuity form or (2) the Cash Value for any annuity certain (an annuity form which does not guarantee payments for a person's lifetime) except that, if the period certain is more than five years, the amount applied will be no less than 95% if available, of the Annuity Account Value.

Conditions for Payment - (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex) (see Section 7.06 of the Contract):

[6%] per year

Conditions for Payment - (Minimum Amount to be Applied to an Annuity) (see Section 7.06 of the Contract):

[\$2,000, as well as minimum of \$20 for initial monthly annuity payment.]

PART C – This part describes certain charges in your Contract.

Withdrawal Charges (see Section 8.01): A Withdrawal Charge will be imposed as a percentage of each Contribution made to the extent that a withdrawal exceeds the Free Withdrawal Amount as discussed in Section 8.01, if the Contract is surrendered to receive the Cash Value, or to annuitize to a non-life contingent Annuity Benefit, if available. We determine the Withdrawal Charge separately for each Contribution in accordance with the table below.

<u>Contract Year</u>	<u>Percentage of Contributions</u>
1	8.00%
2	8.00%
3	7.00%
4	6.00%
5	5.00%
6	4.00%
7	3.00%
8	2.00%
9	1.00%
10 and later	0.00%

The applicable Withdrawal Charge percentage is determined by the Contract Year in which the withdrawal is made or the Contract is surrendered, beginning with “Contract Year 1” with respect to each Contribution withdrawn or surrendered. For purposes of the table, for each Contribution, the Contract Year in which we receive that Contribution is “Contract Year 1.”

[If you have not elected an optional benefit Rider, the following will appear]

[Withdrawal Charges will be deducted from the Investment Options from which each withdrawal is made in proportion to the amount being withdrawn from each Investment Option.]

[If GMIB or an optional GMDB benefit Rider is elected, the following will appear]

[Withdrawal Charges will be deducted from the PBA and the Investment Account in proportion to the amount subject to Withdrawal Charges after recognizing the respective Free Withdrawal Amounts described below. Withdrawal Charges are deducted from the PBA Investment Options [, ATP Investment Option,] and IA Investment Options from which each withdrawal is made in proportion to the amount subject to Withdrawal Charge being withdrawn from each Investment Option.]

Your years of participation under the Prior Contract or years since Contributions were made under the Prior Contract, if applicable, may be included for purposes of determining the Withdrawal Charge.

[If GMIB or an optional GMDB benefit is elected] [When the amount of a withdrawal is applied in any optional benefit rider under the Contract, the amount will include any applicable Withdrawal Charge.]

Free Withdrawal Amount (see Section 8.01):

[The following text will appear for Owners who do not elect an optional benefit rider]

[[10%] of the Annuity Account Value in the IA Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the IA Investment Options during the Contract Year. In the first Contract Year amounts received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge. Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply). The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.]

[If an optional GMDB benefit without a GMIB is elected, the following will appear]

[The Free Withdrawal Amount is computed separately with respect to the IAV and the PBAV as those terms are defined in your Guaranteed Minimum Death Benefit (GMDB) Rider.

[10%] of the Annuity Account Value in the IA Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the IA Investment Options during the Contract Year, and [10%] of the Annuity Account Value in the PBA Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the PBA Investment Options during the Contract Year.

In the Contract Year of your PBA Funding Date, if such date is later than the Contract Date, there is no Free Withdrawal Amount for the PBA in such Contract Year. If the first amount allocated to a PBA Investment Option is a transfer, there will be no Free Withdrawal Amount for the PBA in the Contract Year of the transfer and the Free Withdrawal Amount for the Investment Account will not be reduced by the transfer. In each subsequent Contract Year, subsequent Contributions and transfers made to the PBA will not be included in the Free Withdrawal Amount until the following Contract Year.

In the first Contract Year Contributions received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.

When a Withdrawal is taken from both the IA Investment Options and the PBA Investment Options, the Free Withdrawal Amount is allocated in proportion to the Withdrawal Charge attributable to the amounts Withdrawn from each.

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.]

[If GMIB is elected, the following will appear]

[The Free Withdrawal Amount is computed separately with respect to the Investment Account and the PBA as those terms are defined in your Guaranteed Minimum Income Benefit (GMIB) Rider.

With respect to the Investment Account Value, the Free Withdrawal Amount is [10%] of the Annuity Account Value in the IA Investment Options at the beginning of the Contract Year, minus any amount previously withdrawn from the IA Investment Options during the Contract Year.

With respect to the PBA, the Free Withdrawal Amount is the GMIB Benefit Base on the Contract Date Anniversary multiplied by the [Annual] Rollup Rate in effect on the first day of the Contract Year minus any amount previously withdrawn from the PBA during the Contract Year. In the Contract Year of your PBA Funding Date, if such date is later than the Contract Date, there is no Free Withdrawal Amount for the PBA in such Contract Year. If the first amount allocated to a PBA Investment Option is a transfer, there will be no Free Withdrawal Amount for the PBA in the Contract Year of the transfer and the Free Withdrawal Amount for the Investment Account will not be reduced by the transfer. In each subsequent Contract Year, subsequent Contributions and transfers made to the PBA will not be included in the Free Withdrawal Amount until the following Contract Year.

Subject to the preceding paragraphs, in the first Contract Year Contributions received within [90 days] of the Contract Date are included for purposes of calculating the Free Withdrawal Amount. Amounts withdrawn up to the Free Withdrawal Amount will not be deemed a withdrawal of Contributions for the purpose of calculating a Withdrawal Charge.

If you voluntarily terminate the GMIB Rider and any elected GMDB Rider is still in effect, your Free Withdrawal Amount beginning in the Contract Year following such termination is [10%] of the PBAV at the beginning of the Contract Year, minus any amount previously withdrawn from the PBA during the Contract Year.

Withdrawals in excess of the Free Withdrawal Amount will be deemed withdrawals of Contributions in the order in which they were made (that is, the first-in, first-out basis will apply).

When a Withdrawal is taken from both the IAV and the PBAV, the Free Withdrawal Amount is allocated in proportion to the Withdrawal Charge attributable to the amounts Withdrawn from each.

The Free Withdrawal Amount does not apply when calculating the Withdrawal Charge applicable upon a surrender.]

Administrative and Other Charges Deducted from Annuity Account Value (see Section 8.02 of the Contract):

Annual Administrative Charge: During the first two Contract Years the charge is equal to the lesser of 2% of your Annuity Account Value or [\$30]. Thereafter, the maximum charge is [\$30] for each Contract Year. We will deduct a charge on each Processing Date before the deduction of any other charges if your Annuity Account Value is less than [\$50,000.] The Administrative Charge will be deducted for the portion of any Contract Year in which a Death Benefit is paid, the Annuity Account Value is applied to purchase an Annuity Benefit, or the Contract is surrendered.

[The following text will appear if the IA Investment Options are elected.]

[The above charge will be deducted from the IA Investment Options on a pro rata basis. If there is insufficient value or no value in the IA Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Money Market Dollar Cost Averaging, if applicable.]

[If PBA Investment Options are elected, the following will replace the above sentence.]

[The above charge will be deducted from the IA Investment Options on a pro rata basis. If there is insufficient value or no value in the IA Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Money Market Dollar Cost Averaging, if applicable. If there is insufficient value or no value in the Account for Special Money Market Dollar Cost Averaging, if applicable, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the PBA Investment Options [and the ATP Investment Option] on a pro-rata basis.]

Transfer Charges (see Section 8.03 of the Contract):

Currently, the number of free transfers is [unlimited], subject to the terms of Sections 5.01 and 8.04. However, we reserve the right to limit the number of free transfers to [12 transfers per Contract Year].

[For each additional transfer in excess of the free transfers, we will charge the lesser of [\$25] or [2% of each transaction amount] at the time each transfer is processed. The Charge is deducted from the Investment Options from which each transfer is made on a pro-rata basis. This charge may change, subject to a maximum of [\$35] for each transaction.]

Contract Fee (see Section 8.05 of the Contract):

Annual Rate of [1.65%] (equivalent to a daily rate of [0.004558%]), plus any applicable VIO Facilitation Charge up to an annual rate equal to [0.45%] (equivalent to a daily rate of [0.001236%]).

The Contract Fee includes the following charges:

Operations Fee:	Annual rate of 1.05%
Administration Fee:	Annual rate of 0.35%
Distribution Fee:	Annual rate of 0.25%
Variable Investment Option Facilitation Charge:	Annual rate up to [0.45]%

The Variable Investment Option ("VIO") Facilitation Charge applies to certain VIOs as indicated in the VIOs listed in Part B of these Data Pages. Unless otherwise specified, for VIOs indicated with

a single*	the annual rate is [0.25%] (equivalent to a daily rate of [.000686%]).
a double**	the annual rate is [0.35%] (equivalent to a daily rate of [.000961%]).
a triple***	the annual rate is [0.45%] (equivalent to a daily rate of [.001236%]).

We may indicate a VIO Facilitation Charge up to the maximum specified above for Variable Investment Options made available under this Contract subsequent to its Issue Date.

Third Party Transfer Charge (see Section 8.07 of the Contract): We reserve the right to deduct a charge from the amounts withdrawn, which is no greater than [\$125] per occurrence for a direct rollover or direct transfer of amounts withdrawn from this Contract and transferred to a third party, or to another company, or in connection with an exchange of this Contract for a Contract issued by another company. The current charge is [\$0].

[The following text will appear in the Data Pages if the Alternate Payment Method applies:]

[Check Preparation Charge (see Section 9.07 of the Contract): Alternate Payment Method] We will pay all amounts due under this Contract by direct deposit to a bank account that accepts such deposits provided that you have given us authorization, and the information we need to initiate the deposit, in a form acceptable to us. If you have not provided such authorization and information, we will make the payment by check drawn on a bank located in the United States (subject to any check preparation charge specified herein) or by any other method to which you and we agree. All payments will be made in U.S. Dollars. Any Check Preparation Charge will not exceed [\$85]. [Currently, there is no charge for this service.]

PART D – This part describes waivers of certain charges in your Contract.

Withdrawal Charge Waivers

For purposes of Withdrawal Charge waiver items 1 through 6 reference to "Owner" means: (a) under Joint Owner Contracts, the older of the Owner and Joint Owner and (b) under Contracts owned by Non-Natural Owner(s), the Annuitant, or the older of the Annuitant and Joint Annuitant, if applicable.

For Waivers 3, 4 and 5 specified below there is a twelve month ineligibility period (the period during which you are ineligible to receive the waiver benefit) beginning on the Contract Date of this Contract and ending on the first Contract Date Anniversary. Once the ineligibility period has expired, the Owner (herein referred to as "the claimant") may submit a claim for any such waiver. The claim must be submitted on our Withdrawal Charge waiver form within 10 Business Days of submitting the withdrawal request before any waiver benefit is provided. If the Withdrawal Charge waiver form is not submitted within 10 Business Days of the withdrawal request, it is considered that the claimant complied with the claim requirements if the claimant submits written proof covering the occurrence, the character of and the extent of the occurrence for which the claim is made. If the claim is denied by AXA Equitable, the withdrawal will not be processed until the claimant is notified of the denial and is provided with the opportunity to accept or reject the withdrawal proceeds, including any applicable withdrawal charge. The withdrawal shall not prejudice the waiver of any Withdrawal Charge while the Withdrawal Charge waiver benefit is applicable.

In accordance with Section 8.01 of the Contract, we reserve the right to reduce or waive the Withdrawal Charge. No Withdrawal Charge will apply in these events:

1. the Owner dies and the Death Benefit is payable;
2. the receipt by us of a properly completed form electing application of the Annuity Account Value to be used to purchase a life annuity, as described in Section 7.05; or
3. the Owner is unable to perform three “activities of daily living” as defined in Items (i) through (vi) and provide documentation satisfactory to us that the Owner is unable to perform three “activities of daily living” as defined in Items (i) through (vi). Such proof must include, but is not limited to, written certification from a U.S. licensed physician. “Physician” means a person, defined in Section 1861(r)(1) of the Social Security Act, who is licensed to practice the healing arts and is performing only those services within the scope of his or her license;
 - (i) “Bathing” means washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
 - (ii) “Continence” means the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
 - (iii) “Dressing” means putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
 - (iv) “Eating” means feeding oneself by food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
 - (v) “Toileting” means getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
 - (vi) “Transferring” means moving into or out of a bed, chair or wheelchair.
4. we receive proof satisfactory to us that the Owner’s life expectancy is six months or less (such proof must include, but is not limited to, certification by a U.S. licensed physician); or
5. the Owner has been confined to a nursing home for more than a 90 day period (or such other period, if required in your state) as verified by a U.S. licensed physician. A nursing home for this purpose means one which is (i) approved by Medicare as a provider of skilled nursing care services, or (ii) licensed as a skilled nursing home by the state or territory in which it is located (it must be within the United States, Puerto Rico, U.S. Virgin Islands, or Guam) and meets all the following:
 - its main function is to provide skilled, intermediate or custodial nursing care;
 - it provides continuous room and board to three or more persons;
 - it is supervised by a registered nurse or practical nurse;
 - it keeps daily medical records of each patient;
 - it controls and records all medications dispensed; and
 - its primary service is other than to provide housing for residents.
6. for IRA and NQ Contracts, the Spousal Continuation option is elected and the surviving spouse withdraws Contributions made prior to the original Owner’s death.

[Item 7 below will apply only to Contract Owners in the market segments under which the Beneficiary Continuation Option is available (NQ, Traditional IRA and Roth IRA)]

7. [a Death Benefit is payable and the Beneficiary Continuation Option is elected.]

[Item 8 applies to Traditional IRA Contracts]

8. [a withdrawal is made under our Automatic Required Minimum Distribution Withdrawal Service or withdrawals made under our Substantially Equal Withdrawal Program. However, in each Contract Year, the amount of the Required Minimum Distribution [or Substantially Equal Withdrawal] is included in determining whether subsequent withdrawals during the Contract Year exceed the Free Withdrawal Amount.]

[Item 9 applies to Traditional IRA Contracts]

9. [amounts under this Contract that are directly transferred to a [Retirement Cornerstone] Roth IRA Contract of the same class for purposes of a Roth IRA conversion.]

[Item 10 applies to Contracts with a GMIB Rider]

10. [withdrawals from Contracts with a GMIB Rider, which do not exceed the GMIB Annual Withdrawal Amount in a Contract Year.]

Part E – This part describes certain Terms and Conditions applicable to the Riders issued under your Contract.

[Terms and Conditions Applicable to your **Guaranteed Minimum Income Benefit (GMIB) Rider**. Please read the Rider for the complete provisions shown below.

Your GMIB Rider is effective as of the Contract Date.

1. The Rider's Guaranteed Minimum Income Benefit (Section I)

You may exercise GMIB within [30] days of a Contract Date Anniversary after you have met the waiting period requirements described in Sections II.D.8 and III.B., and begin to receive Lifetime GMIB Payments as described in Section III of the Rider. An exception to the waiting period, described in Section III. C., will apply if the Cost of the Rider increases as described in Part V of the Rider and as a result, you decide to exercise GMIB prior to the expiration of the waiting period. The GMIB has a No Lapse Guarantee which is described in Section II. E. of the Rider. Prior to GMIB Exercise, you may take withdrawals up to your Annual Withdrawal Amount as described in Section II. C. below without reducing your beginning of Contract Year GMIB Benefit Base.

2. Your Annual Withdrawal Amount (Section II.C.)

The "Annual Withdrawal Amount" ("AWA") for each Contract Year is equal to (i) the GMIB Benefit Base at the beginning of the Contract Year multiplied by (ii) the Annual Rollup Rate in effect for the first day of the Contract Year. There is an AWA beginning in the Contract Year following the Contract Year in which your PBA Funding Date occurs. "GMIB Benefit Base" and "Annual Rollup Rate" are defined in your GMIB Rider.

3. Adjustment of the GMIB Benefit Base for Withdrawals and Excess Withdrawals (Section II.D.7.)

Beginning [in the Contract Year following your PBA Funding Date], withdrawals up to the AWA do not reduce the GMIB Benefit Base. Instead, such withdrawals reduce the Annual Rollup Amount to be added to the GMIB Benefit Base on the Contract Date Anniversary by the dollar amount of the withdrawal, as described above.

[In any Contract Year, a required minimum distribution withdrawal ("RMD Withdrawal") that is taken through our Automatic RMD Withdrawal Service from the PBA, in excess of the AWA, that is needed to meet a required minimum distribution reduces the GMIB Benefit Base by the dollar amount of the RMD Withdrawal in excess of the AWA.

RMDs will be withdrawn first from your IA Investment Options, then from the Special [Money Market] Dollar Cost Averaging Account and then pro-rata from the PBA Investment Options [and the ATP Investment Option], if there are insufficient amounts in the IA Investment Options and Special [Money Market] Dollar Cost Averaging Account to satisfy the required minimum distribution.

If you do not elect our Automatic RMD Withdrawal Service and if your value in the IA Investment Option, Account for Special [Money Market] Dollar Cost Averaging and AWA is insufficient to satisfy the RMD amount, any additional withdrawal taken in the same Contract Year from your PBA will be treated as an Excess Withdrawal.]

“Excess Withdrawal” means the amount of any withdrawal or portion of any withdrawal taken from the PBA in a Contract Year that together with all other withdrawals from the PBA exceeds the AWA for that Contract Year. All withdrawals made from the PBA [in the Contract Year in which your PBA Funding Date occurs] are “Excess Withdrawals.” [An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described above.] *An Excess Withdrawal may reduce future benefits by more than the dollar amount of the excess withdrawal(s).* “Future benefits” means AWA withdrawals and Lifetime GMIB Payments. You may contact your financial professional or the Processing Office to determine if, as of that date, a contemplated withdrawal amount would cause an Excess Withdrawal.

Except as provided in the first [two] paragraph[s] of this Section, a withdrawal from the PBA reduces the GMIB Benefit Base on a pro rata basis. A pro-rata reduction is determined as follows: 1) Divide the amount of your withdrawal that exceeds your AWA by your PBAV immediately preceding the withdrawal; 2) Multiply the fraction calculated in (1) by the amount of your GMIB Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

4. **Annual Reset of the GMIB Benefit Base** (Section II.D.8.)

On the [first] Contract Date Anniversary that follows your PBA Funding Date and each Contract Date Anniversary thereafter until the Contract Date Anniversary following your [95th] birthday you may reset your GMIB Benefit Base to equal the PBAV on that Contract Date Anniversary, if the PBAV is greater than the GMIB Benefit Base. You have [30] days following each eligible Contract Date Anniversary to reset your GMIB Benefit Base. The Annual or Deferral (whichever applies) rollup continues on your reset GMIB Benefit Base.

When you reset your GMIB Benefit Base, the reset will result in a new waiting period to exercise the GMIB of up to the later of [10] years or the original exercise date. [If you reset your GMIB Benefit Base on or after age [86], notwithstanding anything to the contrary, you may elect a GMIB Exercise Option described in Part III of your GMIB Rider upon your Contract Date Anniversary following your [95th] birthday, or if earlier, your Maturity Date.]

5. **GMIB Exercise** (Section III)

On the Transaction Date on which you exercise GMIB, the annual lifetime income that will be provided under the fixed payout option selected will be the greater of (i) the GMIB, and (ii) the amount of income that would be provided by application of the PBAV as of the Transaction Date to our annuity rates described in the Amount of Annuity Benefits Section of your Contract for the same payout option. The GMIB Benefit Base, as defined above, is applied to the guaranteed annuity purchase factors shown in Attachment A of the Rider to determine the GMIB.

Upon GMIB exercise, you may elect [either (i) or (ii):] [(i)] our Life Annuity payout option [or, (ii)] our Life Annuity with a Period Certain payout option.] Other annuity payout options may be available at the time of exercise.

Conditions of GMIB Exercise

You may choose to begin Lifetime GMIB Payments by exercising GMIB after the required waiting period as described below. Your waiting period to exercise GMIB is extended as described in Section II.D.8. of the Rider.

After a waiting period, which begins on the Contract Date Anniversary on or immediately preceding your PBA Funding Date, you may exercise GMIB within [30] days following the applicable Contract Date Anniversary described in your Rider, based on your age as of the beginning of the waiting period.

6. **The Cost of the Rider (Section V)**

The current charge for the Rider is [1.15%] of the GMIB Benefit Base on your Contract Date Anniversary. The maximum charge for the Rider is [2.30%] of the GMIB Benefit Base on your Contract Date Anniversary. Any change in the charge will be within the range of the current and maximum charge for the Rider.

We may increase or decrease the charge for the benefit at any time after completion of [two] Contract Years. We will provide you a minimum of [30] days advance notice of any revised Rider charge.

The "Rider Charge Change Notification Date" is the date of the notice which we send to you informing you of a revised charge. If we revise the charge for the Rider, you may elect to terminate the Rider by submitting a written request to our Processing Office no later than [30] days after the Rider Charge Change Notification Date. This period is referred to as the [30] Day "Rider Drop Period."

The "Rider Charge Change Effective Date" is the date on which the new Rider Charge becomes effective on your Contract and is at least [30] days following the Rider Charge Change Notification Date. The changed charge will be assessed beginning on the Contract Date Anniversary that falls on or after the Rider Charge Change Effective Date unless a prorated charge was applied earlier in the Contract Year. However, if the Rider Charge Change Notification Date falls in the first [two] Contract Years, the Rider Charge Change Effective Date is the Business Day that is the later of (i) the first day of the [third] Contract Year or (ii) at least [30] days following the Rider Charge Change Notification Date. The new charge will be deducted beginning on your [third] Contract Date Anniversary, unless a prorated charge was applied earlier in the Contract Year.

Unless you have terminated the Rider, we will determine and deduct the above charge annually from your PBA on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charge on the transaction date for the portion of any Contract Year in which the Rider is terminated pursuant to Section VI of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract. If the Rider charge changes and the Rider terminates within [30] days of such change, the current Rider charge will apply, otherwise, the new Rider charge will apply.

The above charges will be deducted from the PBA Investment Options [and the ATP Investment Option] on a pro-rata basis. If there is insufficient value or no value in the PBA Investment Options [and the ATP Investment Option], any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the portion of the Account for Special [Money Market] Dollar Cost Averaging designated for the PBA Investment Options.

On the No Lapse Guarantee Transaction Date described in Section II. E, the charge for the benefit terminates.]

[Terms and Conditions Applicable to your “**Greater of**” **Death Benefit Rider**. Please read the Rider for the complete provisions shown below.

Your “Greater of” Death Benefit Rider is effective as of the Contract Date.

1. **The Rider’s Guaranteed Minimum Death Benefit** (Section I)

The GMDB under the Contract will be the greater of the Annual Rollup to Age [85] Benefit Base or the Highest Anniversary Value to Age [85] (“HAV”) Benefit Base. The Protected Benefit Account Value, operation of the Annual Rollup to Age [85] Benefit Base and the HAV Benefit Base, the Effect of Withdrawals on your Benefit Bases, the cost of the Rider and how the Rider may terminate are described in your Rider.

Withdrawals from your Protected Benefit Account Value will cause an adjustment to your GMDB Benefit Base as described in Section II. C. of the Rider. The adjustment may be greater than the amount withdrawn.

Your Death Benefit amount under the Rider is determined by comparing the Protected Benefit Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit under the Rider. The Death Benefit under the Contract is equal to the sum of the Death Benefit under the Rider and the Investment Account Value.

2. **GMDB Benefit Base** (Section II.C.)

Your GMDB Benefit Base is used to determine your GMDB described in your Rider. Your GMDB Benefit Base is also used to determine the cost of the Rider as described in Section IV of the Rider. Your GMDB Benefit Base is funded as of the PBA Funding Date. While the Rider is in effect, once amounts are allocated or transferred to the PBA Investment Options, they may be transferred only among PBA Investment Options. Additional transfer rules are described in these Data Pages.

Your GMDB Benefit Base is the greater of the Annual Rollup to Age [85] Benefit Base (“Rollup Benefit Base”) and the HAV Benefit Base. Your benefit base stops rolling up and ratcheting on the Contract Date Anniversary following your [85th] birthday. Your initial Rollup Benefit Base and HAV Benefit Base are each equal to your initial Contribution or transfer, whichever comes first, to the PBA. Thereafter, each Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer to the PBA, and each Benefit Base is adjusted for withdrawals. The way we calculate your Rollup Benefit Base and HAV Benefit Base is more fully described in your Rider.

3. **Annual Adjustment of the GMDB Rollup Benefit Base with the Annual Rollup Amount** (Section II.C.5.)

If a withdrawal has ever been taken from your PBA, your GMDB Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the GMDB Rollup Benefit Base at the beginning of the Contract Year; plus
- (ii) Contributions and transfers to the PBA during the Contract Year; minus
- (iii) any adjustments for Excess Withdrawals (defined below) from the PBA during the Contract Year, [minus
- (iv) the dollar amount of any required minimum distribution withdrawals (“RMD Withdrawal”) (defined below) in excess of your remaining AWA taken through our Automatic RMD Withdrawal Service from your PBAV during the Contract Year to the extent such withdrawals exceed your AWA from the PBA during the Contract Year;] plus

- (v) A) [in the Contract Year of your PBA Funding Date], any remaining Annual Rollup Amount and B) in any Contract Year thereafter, the Annual Rollup Amount for the Contract Date Anniversary reduced by the dollar amount of total withdrawals from your PBA, up to your AWA as described in the GMIB Rider.

[“RMD Withdrawal” means a withdrawal that meets the lifetime required minimum distribution rules under the Code.]

“Excess Withdrawal” means any withdrawal or portion of a withdrawal taken from the PBA during a Contract Year that, together with all other amounts withdrawn from the PBA during that year, causes the total of such withdrawals to exceed the AWA. An Excess Withdrawal may reduce future benefits by more than the dollar amount of the withdrawal(s).

4. **Annual Adjustment of the GMDB Rollup Benefit Base with the Deferral Rollup Amount**
(Section II.C.6.)

Prior to taking a withdrawal under your Contract from the PBA, instead of the adjustment described above, your GMDB Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the GMDB Rollup Benefit Base at the beginning of the Contract Year, plus
- (ii) Contributions and transfers to the PBA during the Contract Year, plus
- (iii) the Deferral Rollup Amount for the Contract Date Anniversary.

Once a withdrawal is made under your Contract from the PBA, no Deferral Rollup Amount adjustment is made to your GMDB Rollup Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years. In those Contract Years, any adjustment to your GMDB Rollup Benefit Base will be done according to the provision in C.5. above.

5. **Annual Reset of the Rollup Benefit Base** (Section II.C.7.)

As described in your GMIB Rider, you may elect to reset your GMIB Benefit Base. If you have so elected to reset such GMIB Benefit Base on each Contract Date Anniversary, until the Contract Date Anniversary following your [85th] birthday, the Rollup Benefit Base under the Rider will reset automatically to the PBAV.

6. **The Cost of The Rider** (Part IV)

The current charge for the Rider is [1.15%] of the GMDB Benefit Base. This charge is based on the greater of the Rollup and the HAV Benefit Bases on your Contract Date Anniversary. The maximum charge for the benefit is [2.30%] of the Rider’s Benefit Base on your Contract Date Anniversary.

We may increase or decrease the charge for the benefit at any time after completion of [two] Contract Years. We will provide you a minimum of [30] days advance notice of any revised Rider charge.

The “Rider Charge Change Notification Date” is the date of the notice which we send to you informing you of a revised charge. If we *revise* the charge for the Rider, you may elect to terminate the Rider by submitting a written request to our Processing Office no later than [30] days after the Rider Charge Change Notification Date. This period is referred to as the [30] Day “Rider Drop Period.”

The "Rider Charge Change Effective Date" is the date on which the new Rider Charge becomes effective on your Contract and is at least [30] days following the Rider Charge Change Notification Date. The changed charge will be assessed beginning on the Contract Date Anniversary that falls on or after the Rider Charge Change Effective Date unless a prorated charge was applied earlier in the Contract Year. However, if the Rider Charge Change Notification Date falls in the first [two] Contract Years, the Rider Charge Change Effective Date is the Business Day that is the later of (i) the first day of the [third] Contract Year or (ii) at least [30] days following the Rider Charge Change Notification Date. The new charge will be deducted beginning on your [third] Contract Date Anniversary, unless a prorated charge was applied earlier in the Contract Year.

Unless you have terminated the Rider, we will determine and deduct the above charge annually from your PBA on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charge on the transaction date for the portion of any Contract Year in which the Rider is terminated pursuant to Section V. of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract. If the Rider charge changes and the Rider terminates within the [30] Day Rider Drop Period, the current Rider charge will apply, otherwise, the new Rider charge will apply.

The above charge will be deducted from the PBA Investment Options on a pro-rata basis. If there is insufficient value or no value in the PBA Investment Options any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the portion of the Account for Special [Money Market] Dollar Cost Averaging designated for the PBA Investment Options.]

[Terms and Conditions Applicable to your **Highest Anniversary Value Death Benefit Rider**. You have elected this Rider with the GMIB Rider. Please read the Rider for the complete provisions shown below.

Your Highest Anniversary Value Death Benefit Rider is effective as of the Contract Date.

1. **The Rider's Guaranteed Minimum Death Benefit** (Section I)

*The GMDB is derived from a benefit base as described in Section II of the Rider. You must contribute or transfer amounts to the Protected Benefit Account to fund a GMDB Benefit Base in order to receive benefits under the Rider. **The GMDB Benefit Base is used solely to calculate the GMDB described in the Rider and its charge and does not provide a Cash Value or any minimum account value and cannot be withdrawn.***

The GMDB under the Contract will be the Highest Anniversary Value to Age [85] ("HAV") Benefit Base. The Rider describes the operation of the HAV Benefit Base, the Effect of Withdrawals on your Benefit Base, the cost of the Rider and how the Rider may terminate.

Withdrawals from your Protected Benefit Account Value will cause an adjustment to your GMDB Benefit Base as described in Section II. C. of the Rider. The adjustment may be greater than the amount withdrawn.

Your Death Benefit amount under the Rider is determined by comparing the Protection with Investment Performance Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit under the Rider. The Death Benefit under the Contract is equal to the sum of the Death Benefit under the Rider and the Investment Account Value.

2. **GMDB Benefit Base** (Section II.C. and Section III)

Your GMDB Benefit Base is the HAV Benefit Base. Your initial HAV Benefit Base is equal to your initial Contribution or transfer to the PBA. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer from an IA Investment Option to a PBA Investment Option, and the Benefit Base is adjusted for withdrawals. The way we calculate your HAV Benefit Base is described in your Rider.

On each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the PBAV is greater than the current HAV Benefit Base, the HAV Benefit Base is reset to equal the PBAV.

3. **Effect of Withdrawals on your Highest Anniversary Value Benefit Base** (Section IV)

The HAV Benefit Base will be reduced by withdrawals from the PBA Investment Options. During each Contract Year, [prior to completion of the Contract Year of your PBA Funding Date,] your HAV GMDB will be reduced on a pro-rata basis.

Thereafter, your HAV Benefit Base will be reduced by the dollar amount of any withdrawal as long as the sum of your withdrawals in that Contract Year does not exceed your Annual Withdrawal Amount ("AWA"), as described in your Guaranteed Minimum Income Benefit ("GMIB") Rider. Once a withdrawal is made that causes cumulative withdrawals in a Contract Year to exceed your AWA, the portion of that withdrawal that exceeds your AWA and any subsequent withdrawals in that Contract Year will cause a pro-rata reduction of the HAV Benefit Base.

[The following sentence describing required minimum distribution treatment will appear if applicable.]
[RMD Withdrawals made under our Automatic Withdrawal Service will reduce the HAV Benefit Base by the dollar amount of such withdrawal.]

Notwithstanding the above two paragraphs, if you terminate your GMIB Rider prior to the termination of the Rider, your HAV Benefit Base will be reduced by all withdrawals, [including any required minimum distribution withdrawals (“RMD Withdrawals”, defined in your Rider,] on a pro-rata basis, beginning on the transaction date of the GMIB Rider termination.

4. **The Cost of The Rider** (Section V)

The charge for the benefit is [0.35%] of the HAV Benefit Base. The charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your PBAV on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which the Rider is terminated pursuant to Section VI. of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the PBA Investment Options on a pro-rata basis. If there is insufficient value or no value in the PBA Investment Options any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the portion of the Account for Special [Money Market] Dollar Cost Averaging designated for the PBA Investment Options.]

[Terms and Conditions Applicable to your **Highest Anniversary Value Death Benefit Rider**. Please read the Rider for the complete provisions shown below.

Your Highest Anniversary Value Death Benefit Rider is effective as of the Contract Date.

1. **The Rider's Guaranteed Minimum Death Benefit** (Section I)

The GMDB under the Contract will be the Highest Anniversary Value to Age [85] ("HAV") Benefit Base. The Rider describes the operation of the HAV Benefit Base, the Effect of Withdrawals on your Benefit Base, the cost of the Rider and how the Rider may terminate.

Withdrawals from your Protected Benefit Account Value will cause an adjustment to your GMDB Benefit Base as described in Section IV. of the Rider. The adjustment may be greater than the amount withdrawn.

Your Death Benefit amount under the Rider is determined by comparing the Protected Benefit Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit under the Rider. The Death Benefit under the Contract is equal to the sum of the Death Benefit under the Rider and the Investment Account Value.

2. **GMDB Benefit Base** (Section II.C. and Section III)

Your GMDB Benefit Base is the HAV Benefit Base. Your initial HAV Benefit Base is equal to your initial Contribution or transfer to the PBA Investment Options. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer from an IA Investment Option to a PBA Investment Option, and the Benefit Base is adjusted for withdrawals. The way we calculate your HAV Benefit Base is described in your Rider.

On each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the PBAV is greater than the current HAV Benefit Base, the HAV Benefit Base is reset to equal the PBAV.

3. **The Cost of The Rider** (Section V)

The charge for the benefit is [0.35%] of the HAV Benefit Base. This charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your PBA Investment Options on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which the Rider is terminated pursuant to Section VI. of the Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the PBA Investment Options on a pro-rata basis. If there is insufficient value or no value in the PBA Investment Options any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the portion of the Account for Special [Money Market] Dollar Cost Averaging designated for the PBA Investment Options.]

[Terms and Conditions Applicable to your **Return of Principal Death Benefit Rider**. Please read the Rider for the complete provisions shown below.

Your Return of Principal Death Benefit Rider is effective as of the Contract Date.

1. **The Rider's Guaranteed Minimum Death Benefit** (Section I)

Your GMDB Benefit Base is used to determine your GMDB described in your Rider. Your GMDB Benefit Base is equal to: 1) your initial Contribution and Subsequent Contributions to the PBA Investment Options as described in Part III of your Contract ("Contributions and Allocations"), and 2) amounts transferred, as described in Part IV of your Contract ("Transfers Among Investment Options") from an IA Investment Option to a PBA Investment Option, less any deductions that reflect withdrawals. While your Rider is in effect, once amounts are allocated or transferred to the PBA Investment Options, they may be transferred only among these Options.

Your Death Benefit amount under the Rider is determined by comparing the Protected Benefit Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit under your Rider. The Death Benefit under the Contract is equal to the sum of the Death Benefit under your Rider and the Investment Account Value.

2. **The Cost of The Rider** (Section II)

[There is no charge for the benefit.]]

TABLE OF GUARANTEED ANNUITY PAYMENTS

Amount of Annuity Benefit payable monthly on the Life Annuity Form
with Ten* Years Certain provided by application of \$1,000.

Monthly Income		
<u>Ages</u>	<u>Male</u>	<u>Female</u>
60	2.45	2.32
61	2.50	2.36
62	2.55	2.41
63	2.59	2.45
64	2.64	2.50
65	2.70	2.54
66	2.75	2.59
67	2.81	2.64
68	2.87	2.70
69	2.93	2.76
70	2.99	2.82
71	3.06	2.88
72	3.13	2.94
73	3.20	3.01
74	3.28	3.08
75	3.36	3.16
76	3.44	3.23
77	3.52	3.32
78	3.61	3.40
79	3.70	3.49
80	3.80	3.58
81	3.92	3.69
82	4.05	3.81
83	4.18	3.94
84	4.32	4.07
85	4.47	4.21
86	4.63	4.35
87	4.79	4.50
88	4.96	4.67
89	5.14	4.83
90	5.32	5.01
91	5.52	5.19
92	5.72	5.38
93	5.94	5.59
94	6.18	5.81
95	6.44	6.05

* At age 80 and over the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form is based on 1.00% interest and mortality equal to 40% for males and 39% for females of the Annuity 2000 Mortality Table projected at 1.20% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30.

Amounts required for ages or for annuity forms not shown in the above Table or for other annuity forms will be calculated by us on the same actuarial basis.

If a variable annuity form is available from us and elected pursuant to Section 7.01, then the amounts required will be calculated by us based on the 1983 Individual Annuity Mortality Table “a” projected with modified Scale “G” and a modified two year age setback and on an Assumed Base Rate of Net Investment Return of 5.0%.

TABLE OF GUARANTEED ANNUITY PAYMENTS

**Amount of Annuity Benefit payable monthly on the Life Annuity Form
with Ten* Years Certain provided by application of \$1,000.**

Monthly Income	
<u>Ages</u>	<u>Unisex</u>
60	2.35
61	2.39
62	2.43
63	2.48
64	2.52
65	2.57
66	2.62
67	2.68
68	2.73
69	2.79
70	2.85
71	2.91
72	2.98
73	3.05
74	3.12
75	3.19
76	3.27
77	3.35
78	3.44
79	3.53
80	3.62
81	3.74
82	3.85
83	3.98
84	4.11
85	4.25
86	4.40
87	4.56
88	4.72
89	4.89
90	5.06
91	5.25
92	5.44
93	5.65
94	5.88
95	6.12

*At age 80 and over, the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain is based on 1.00% interest and mortality equal to 40% for males and 39% for females of the Annuity 2000 Mortality Table projected at 1.20% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30 adjusted to a unisex basis, reflecting a 20%-80% split of males and females at pivotal age 55.

Amounts required for ages or for annuity forms not shown in the above Table or for other annuity forms will be calculated by us on the same actuarial basis.

TABLE OF GUARANTEED ANNUITY PAYMENTS

Amount of Annuity Benefit payable monthly on the Joint and Survivor Life Annuity form (with 100% of the amount of the Annuitant's payment continued to the Annuitant's spouse) provided by an application of \$1,000.

Age	60	61	62	63	64	65	66	67	68	69	70
60	2.09	2.10	2.12	2.13	2.14	2.16	2.17	2.18	2.19	2.20	2.21
61		2.12	2.14	2.15	2.16	2.18	2.19	2.20	2.22	2.23	2.24
62			2.15	2.17	2.18	2.20	2.21	2.23	2.24	2.25	2.26
63				2.19	2.20	2.22	2.24	2.25	2.26	2.28	2.29
64					2.22	2.24	2.26	2.27	2.29	2.30	2.32
65						2.26	2.28	2.30	2.31	2.33	2.34
66							2.30	2.32	2.34	2.35	2.37
67								2.34	2.36	2.38	2.40
68									2.38	2.40	2.42
69										2.43	2.45
70											2.47

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain or Joint and Survivor Life Annuity Form is based on 1.00% interest and mortality equal to 40% for males and 39% for females of the Annuity 2000 Mortality Table projected at 1.20% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30 adjusted to a unisex basis, reflecting a 20%-80% split of males and females at pivotal age 55.

Amounts required for ages or for annuity forms not shown in the above Tables or for other annuity forms will be calculated by us on the same actuarial basis.

TABLE OF GUARANTEED ANNUITY PAYMENTS

Amount of Annuity Benefit payable monthly on the Life Annuity Form
with Ten* Years Certain provided by application of \$1,000.

Monthly Income		
<u>Ages</u>	<u>Male</u>	<u>Female</u>
60	2.42	2.30
61	2.47	2.34
62	2.51	2.38
63	2.56	2.42
64	2.61	2.46
65	2.66	2.51
66	2.71	2.56
67	2.77	2.61
68	2.82	2.66
69	2.88	2.72
70	2.95	2.77
71	3.01	2.84
72	3.08	2.90
73	3.15	2.96
74	3.22	3.03
75	3.30	3.11
76	3.38	3.18
77	3.46	3.26
78	3.55	3.34
79	3.64	3.43
80	3.73	3.52
81	3.85	3.63
82	3.97	3.74
83	4.10	3.86
84	4.24	3.99
85	4.38	4.12
86	4.53	4.26
87	4.69	4.41
88	4.86	4.57
89	5.03	4.73
90	5.21	4.90
91	5.40	5.07
92	5.60	5.26
93	5.82	5.47
94	6.05	5.68
95	6.30	5.92

* At age 80 and over the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form is based on 1.00% interest and mortality equal to 36% for males and 36% for females of the Annuity 2000 Mortality Table projected at 1.15% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30.

Amounts required for ages or for annuity forms not shown in the above Table or for other annuity forms will be calculated by us on the same actuarial basis.

If a variable annuity form is available from us and elected pursuant to Section 7.01, then the amounts required will be calculated by us based on the 1983 Individual Annuity Mortality Table “a” projected with modified Scale “G” and a modified two year age setback and on an Assumed Base Rate of Net Investment Return of 5.0%.

TABLE OF GUARANTEED ANNUITY PAYMENTS

**Amount of Annuity Benefit payable monthly on the Life Annuity Form
with Ten* Years Certain provided by application of \$1,000.**

Monthly Income	
<u>Ages</u>	<u>Unisex</u>
60	2.32
61	2.36
62	2.40
63	2.45
64	2.49
65	2.54
66	2.59
67	2.64
68	2.69
69	2.75
70	2.81
71	2.87
72	2.93
73	3.00
74	3.07
75	3.14
76	3.22
77	3.30
78	3.38
79	3.47
80	3.56
81	3.67
82	3.78
83	3.90
84	4.03
85	4.17
86	4.31
87	4.46
88	4.62
89	4.78
90	4.95
91	5.13
92	5.32
93	5.53
94	5.75
95	5.99

*At age 80 and over, the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain is based on 1.00% interest and mortality equal to 36% for males and 36% for females of the Annuity 2000 Mortality Table projected at 1.15% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30 adjusted to a unisex basis, reflecting a 20%-80% split of males and females at pivotal age 55.

Amounts required for ages or for annuity forms not shown in the above Table or for other annuity forms will be calculated by us on the same actuarial basis.

TABLE OF GUARANTEED ANNUITY PAYMENTS

Amount of Annuity Benefit payable monthly on the Joint and Survivor Life Annuity form (with 100% of the amount of the Annuitant's payment continued to the Annuitant's spouse) provided by an application of \$1,000.

Age	60	61	62	63	64	65	66	67	68	69	70
60	2.07	2.09	2.10	2.11	2.13	2.14	2.15	2.16	2.17	2.18	2.19
61		2.10	2.12	2.13	2.15	2.16	2.17	2.18	2.20	2.21	2.22
62			2.14	2.15	2.17	2.18	2.19	2.21	2.22	2.23	2.24
63				2.17	2.19	2.20	2.22	2.23	2.24	2.26	2.27
64					2.21	2.22	2.24	2.25	2.27	2.28	2.29
65						2.24	2.26	2.28	2.29	2.31	2.32
66							2.28	2.30	2.31	2.33	2.35
67								2.32	2.34	2.36	2.37
68									2.36	2.38	2.40
69										2.40	2.42
70											2.45

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain or Joint and Survivor Life Annuity Form is based on 1.00% interest and mortality equal to 36% for males and 36% for females of the Annuity 2000 Mortality Table projected at 1.15% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30 adjusted to a unisex basis, reflecting a 20%-80% split of males and females at pivotal age 55.

Amounts required for ages or for annuity forms not shown in the above Tables or for other annuity forms will be calculated by us on the same actuarial basis.

TABLE OF GUARANTEED ANNUITY PAYMENTS

**Amount of Annuity Benefit payable monthly on the Life Annuity Form
with Ten* Years Certain provided by application of \$1,000.**

<u>Age</u>	<u>Monthly Income</u>	
	<u>Male</u>	<u>Female</u>
60	2.39	2.27
61	2.43	2.31
62	2.47	2.35
63	2.52	2.39
64	2.57	2.44
65	2.62	2.48
66	2.67	2.53
67	2.72	2.58
68	2.78	2.63
69	2.84	2.69
70	2.90	2.74
71	2.96	2.80
72	3.02	2.86
73	3.09	2.93
74	3.16	3.00
75	3.24	3.07
76	3.32	3.14
77	3.40	3.22
78	3.48	3.30
79	3.57	3.39
80	3.66	3.48
81	3.77	3.58
82	3.89	3.69
83	4.01	3.81
84	4.15	3.93
85	4.29	4.06
86	4.43	4.20
87	4.58	4.35
88	4.75	4.50
89	4.91	4.66
90	5.09	4.83
91	5.27	5.00
92	5.47	5.19
93	5.68	5.39
94	5.91	5.61
95	6.16	5.84

* At age 80 and over the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form is based on 1.00% interest and mortality equal to 32% for males and 29% for females of the Annuity 2000 Mortality Table projected at 1.10% for males and 1.15% for females for a number of years equal to attained age minus 20, but not less than 30.

Amounts required for ages or for annuity forms not shown in the above Table or for other annuity forms will be calculated by us on the same actuarial basis.

If a variable annuity form is available from us and elected pursuant to Section 7.01, then the amounts required will be calculated by us based on the 1983 Individual Annuity Mortality Table “a” projected with modified Scale “G” and a modified two year age setback and on an Assumed Base Rate of Net Investment Return of 5.0%.

TABLE OF GUARANTEED ANNUITY PAYMENTS

**Amount of Annuity Benefit payable monthly on the Life Annuity Form
with Ten* Years Certain provided by application of \$1,000.**

Monthly Income	
<u>Ages</u>	<u>Unisex</u>
60	2.30
61	2.33
62	2.38
63	2.42
64	2.46
65	2.51
66	2.56
67	2.61
68	2.66
69	2.71
70	2.77
71	2.83
72	2.89
73	2.96
74	3.03
75	3.10
76	3.17
77	3.25
78	3.34
79	3.42
80	3.51
81	3.62
82	3.73
83	3.85
84	3.97
85	4.10
86	4.24
87	4.39
88	4.54
89	4.71
90	4.87
91	5.05
92	5.24
93	5.44
94	5.66
95	5.90

*At age 80 and over, the rates are adjusted so that the certain period does not exceed life expectancy. See Data Pages for Period Certain tables for ages 80 and older.

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form is based on 1.00% interest and mortality equal to 32% for males and 29% for females of the Annuity 2000 Mortality Table projected at 1.10% for males and 1.15% for females for a number of years equal to attained age minus 20, but not less than 30 adjusted to a unisex basis, reflecting a 20%-80% split of males and females at pivotal age 55.

Amounts required for ages or for annuity forms not shown in the above Table or for other annuity forms will be calculated by us on the same actuarial basis.

TABLE OF GUARANTEED ANNUITY PAYMENTS

Amount of Annuity Benefit payable monthly on the Joint and Survivor Life Annuity form (with 100% of the amount of the Annuitant's payment continued to the Annuitant's spouse) provided by an application of \$1,000.

Age	60	61	62	63	64	65	66	67	68	69	70
60	2.06	2.07	2.09	2.10	2.11	2.12	2.13	2.14	2.15	2.16	2.17
61		2.09	2.10	2.12	2.13	2.14	2.16	2.17	2.18	2.19	2.20
62			2.14	2.15	2.17	2.18	2.19	2.21	2.22	2.23	2.23
63				2.16	2.17	2.19	2.20	2.21	2.23	2.24	2.25
64					2.19	2.21	2.22	2.24	2.25	2.26	2.28
65						2.23	2.24	2.26	2.27	2.29	2.30
66							2.26	2.28	2.30	2.31	2.33
67								2.30	2.32	2.34	2.36
68									2.34	2.36	2.38
69										2.39	2.41
70											2.43

The amount of income provided under an Annuity Benefit payable on the Life Annuity Form with Ten Years Certain or Joint and Survivor Life Annuity Form is based on 1.00% interest and mortality equal to 32% for males and 29% for females of the Annuity 2000 Mortality Table projected at 1.10% for males and 1.15% for females for a number of years equal to attained age minus 20, but not less than 30 adjusted to a unisex basis, reflecting a 20%-80% split of males and females at pivotal age 55.

Amounts required for ages or for annuity forms not shown in the above Tables or for other annuity forms will be calculated by us on the same actuarial basis.

AXA EQUITABLE LIFE INSURANCE COMPANY
GUARANTEED MINIMUM INCOME BENEFIT RIDER

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is your Contract Date.

I. This Rider's Guaranteed Minimum Income Benefit

Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Income Benefit (GMIB) with this flexible premium deferred fixed and variable Annuity Contract. The purpose of this GMIB Rider is to provide security through a stream of periodic payments to you.

*The GMIB is derived from a benefit base as described in Section II of this Rider. You must contribute or transfer amounts to the Protected Benefit Account to fund a GMIB Benefit Base and in order to receive benefits under this Rider. **The GMIB Benefit Base is used solely to calculate the GMIB described in this Rider, and its charge, and does not provide a Cash Value or any minimum account value or any death benefit and cannot be withdrawn.***

You may exercise GMIB within [30] days of a Contract Date Anniversary after you have met the waiting period requirements described in Sections II.D.8 and III.B., and begin to receive Lifetime GMIB Payments as described in Section III of this Rider. An exception to the waiting period, described in Section III. C., will apply if the Cost of this Rider increases as described in Part V of this Rider and as a result, you decide to exercise GMIB prior to the expiration of the waiting period. This GMIB has a No Lapse Guarantee which is described in Section II. E. of this Rider. Prior to GMIB Exercise, you may take withdrawals up to your Annual Withdrawal Amount as described in Section II. C. below without reducing your beginning of Contract Year GMIB Benefit Base.

Withdrawals from your Protected Benefit Account will cause an adjustment to your GMIB Benefit Base as described in Section II. D. of this Rider. The adjustment may be greater than the amount withdrawn.

Your GMIB Rider will terminate upon assignment or a change in ownership of the Contract unless the new assignee or Owner meets the qualifications specified in the Termination Provision of this Rider (Section VI).

[The terms and conditions of a spouse's right to continue this Contract and Rider upon the death of the Owner of this Contract ("Spousal Continuation") are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

II. Operation of the Guaranteed Minimum Income Benefit

A. Definitions Pertaining to Investment Options and Annuity Account Value

- i. "Annuity Account Value" as defined in Section 1.02 of your Contract means the sum of (i) your "Protected Benefit Account Value" ("PBAV") and (ii) your "Investment Account Value" ("IAV"). "Protected Benefit Account" ("PBA") is the account which holds (i) the PBA Investment Options, (ii) the portion of the account for Special [Money Market] Dollar Cost Averaging designated for transfers to the PBA Investment Options, and (iii) the ATP Investment Option.
- ii. "PBAV" means the sum of the amounts held for you in the PBA.
- iii. "PBA Investment Options" means the Variable Investment Options available with this GMIB Rider and as shown in the Data Pages.
- iv. "Investment Account" is the account which holds (i) the IA Investment Options and (ii) the portion of the account for Special [Money Market] Dollar Cost Averaging designated transfers to the IA Investment Options
- v. "IAV" means the sum of amounts held for you in the Investment Account.
- vi. "IA Investment Options" means the Variable Investment Options [and the Guaranteed Interest Option] available with this Rider and as shown in the Data Pages.
- vii. "Investment Options" as defined in Section 1.14 of your Contract means (i) the PBA Investment Options and (ii) the IA Investment Options defined above.

B. PBA Funding Date

Your "PBA Funding Date" is the Transaction Date that amounts are first contributed or transferred to the PBA.

C. Annual Withdrawal Amount

The "Annual Withdrawal Amount" ("AWA") for each Contract Year is equal to (i) the GMIB Benefit Base at the beginning of the Contract Year multiplied by (ii) the Annual Rollup Rate in effect for the first day of the Contract Year. There is an AWA beginning in the Contract Year following the Contract Year in which your PBA Funding Date occurs. "GMIB Benefit Base" and "Annual Rollup Rate" are defined below.

D. GMIB Benefit Base

Your GMIB Benefit Base is used to determine any Lifetime GMIB Payments that may become payable if your PBAV falls to zero as described in Section II. E or you exercise GMIB as described in Section III of this Rider. Prior to receiving Lifetime GMIB Payments under this Rider, your GMIB Benefit Base is used to determine your AWA described above. Your GMIB Benefit Base is also used to determine the cost of this Rider as described in Section V of this

Rider. Your GMIB Benefit Base is funded as of the PBA Funding Date. While this Rider is in effect, once amounts are allocated or transferred to the PBA, they may be transferred only among PBA Investment Options. Additional transfer rules are described in the Data Pages.

Your initial GMIB Benefit Base is equal to your initial Contribution or transfer, whichever comes first, to the PBA. Thereafter, your GMIB Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer to the PBA and your Benefit Base is adjusted for withdrawals as described below. The way we calculate your GMIB Benefit Base is more fully described below.

[The following text will appear when a Series CP Contract Owner elects GMIB]

[Any Credits and any applicable Earnings Bonus applied to your Annuity Account Value as provided under your Endorsement Applicable to Credits and Earnings Bonuses are not used for purposes of determining your Benefit Base. When you make a Contribution to the PBA, only the amount of the Contribution, excluding any Credits, is included in the determination of the Benefit Base. When you make a transfer from the IAV to the PBA Investment Options, the amount of any Credits and any applicable Earnings Bonus that had been applied to the IAV are considered transferred first and are not included in the determination of the Benefit Base. Transfers to the PBA Investment Options do not increase the Benefit Base until an amount equal to the total amount of all Credits (before any earnings thereon) and any applicable Earnings Bonus that were applied to the IAV have been transferred to the PBA Investment Options. However, Credits and Earnings Bonuses are included in your PBAV. Your PBAV can increase your GMIB Benefit Base as a result of a GMIB Benefit Base reset. Therefore, Credits and Earnings Bonuses can indirectly increase your GMIB Benefit Base.]

Your IAV is not used for purposes of determining your GMIB Benefit Base, including any reset, or your AWA defined above. If we discontinue transfers and Contributions to the PBA, you will not, thereafter, be able to fund or add to the GMIB Benefit Base.

D. 1. Annual Rollup Rate

An “Annual Rollup Rate” is declared [each Contract Year] and is tied to the Ten Year Treasuries Formula Rate specified in the Data Pages. The rollup ends on the Contract Date Anniversary following your [95th] birthday [***NQ only:*** or your Maturity Date, whichever is earlier]. The Annual Rollup Rate is used to calculate (i) your AWA and (ii) unless the Deferral Rate described below applies, your Annual Rollup Amount.

D. 2. Deferral Rollup Rate

A “Deferral Rollup Rate” is declared [each Contract Year] and is tied to the Ten Year Treasuries Formula Rate specified in the Data Pages. It will never be less than the rate resulting from the Ten Year Treasuries Formula Rate specified in the Data Pages and applies to your GMIB Benefit Base until a withdrawal is made from your PBA. Once a withdrawal is made from your PBA, the Deferral Rollup Rate no longer applies in the Contract Year that the withdrawal is made and all subsequent Contract Years. A Deferral Rollup Rate is not used to calculate your AWA. If you do not take any withdrawals from

your PBA, the Deferral rollup ends on the Contract Date Anniversary following your [95th] birthday [*NQ only*: or your Maturity Date, whichever is earlier].

D. 3. Annual Rollup Amount

The “Annual Rollup Amount” for purposes of adjusting the GMIB Benefit Base on a Contract Date Anniversary is equal to the GMIB Benefit Base on the preceding Contract Date Anniversary multiplied by the Annual Rollup Rate in effect for the first day of the Contract Year plus a prorated Annual Rollup Amount for any Contributions or transfers to the PBA during the Contract Year. The Annual Rollup Amount is calculated at the beginning of each Contract Year on the Transaction Date of each Contribution or transfer into the PBA.

The prorated Annual Rollup Amount applicable to such Contributions and transfers is equal to the full Annual Rollup Amount for the Contribution or transfer (that is, the amount resulting from application of the Annual Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year from the Transaction Date of your Contribution or transfer until the Contract Date Anniversary of the same Contract Year, and the denominator of which is the number of days in such Contract Year.

The prorated Annual Rollup Amount in any Contract Year in which (i) the GMIB No Lapse Guarantee is triggered as described in Section II. E below, or (ii) GMIB is exercised as described in Section III. C. below is calculated as follows:

- a) GMIB Benefit Base on the preceding Contract Date Anniversary multiplied by the Annual Rollup Rate in effect for the first day of the Contract Year multiplied by a fraction, the numerator of which is the number of days elapsed in the Contract Year from the first day of the Contract Year until the No Lapse Guarantee Transaction Date, or the GMIB Exercise Date, whichever is applicable, and the denominator of which is the number of days in such Contract Year, plus
- b) The amount resulting from application of the Annual Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer multiplied by a fraction, the numerator of which is the number of days from the Transaction Date of your Contribution or transfer until the No Lapse Guarantee Transaction Date, or the GMIB Exercise Date, whichever is applicable and the denominator of which is the number of days in such Contract Year.

[If ATP Endorsement is issued under Contract]

[When a prorated Annual Rollup Amount is required to calculate the GMIB Benefit Base on a Valuation Date (described in the Automatic Transfer Program (ATP) Endorsement issued with your Contract), the prorated Annual Rollup Amount is equal to:

- a) GMIB Benefit Base on the preceding Contract Date Anniversary multiplied by the Annual Rollup Rate in effect for the first day of the Contract Year multiplied by a fraction, the numerator of which is the number of months elapsed in the

- Contract Year from the first day of the Contract Year until the Valuation Date, and the denominator of which is 12, plus
- b) The amount resulting from application of the Annual Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer multiplied by a fraction, the numerator of which is the number of months from the Transaction Date of your Contribution or transfer until the Valuation Date, and the denominator of which is 12.]

Effect of Withdrawals on your Annual Rollup Amount [in the Contract Year of your PBA Funding Date]

[[In the Contract Year of your PBA Funding Date], any withdrawal to satisfy required minimum distribution from your PBA taken through our Automatic RMD Withdrawals Service will not reduce your Annual Rollup Amount.]

Any withdrawal from the PBA [other than a required minimum distribution taken through our Automatic RMD Withdrawals Service] reduces the Annual Rollup Amount as of the Transaction Date of the withdrawal by the dollar amount of the withdrawal. Such withdrawal will not reduce your Annual Rollup Amount to less than zero. Any permissible Contribution or transfer after such withdrawal will provide an Annual Rollup Amount equivalent to that described in the second paragraph of this Section.

D. 4. Deferral Rollup Amount

The “Deferral Rollup Amount” for purposes of adjusting the GMIB Benefit Base on a Contract Date Anniversary is equal to the GMIB Benefit Base on the preceding Contract Date Anniversary multiplied by the Deferral Rollup Rate in effect for the first day of the Contract Year plus a prorated Deferral Rollup Amount for any Contributions or transfers to the PBA during the Contract Year. When the Deferral Rollup Rate is in effect, the Deferral Rollup Amount is calculated at the beginning of each Contract Year and on the Transaction Date of each Contribution or transfer into the PBA.

The prorated Deferral Rollup Amount is equal to the full Deferral Rollup Amount for the Contribution or transfer (that is, the amount resulting from application of the Deferral Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year from the Transaction Date of your Contribution or transfer until the Contract Date Anniversary of the same Contract Year and the denominator of which is the number of days in such Contract Year.

The prorated Deferral Rollup Amount in any Contract Year in which (i) the GMIB No Lapse Guarantee is triggered as described in Section II. E below, or (ii) GMIB is exercised as described in Section III. C. below is calculated as follows:

- a) GMIB Benefit Base on the preceding Contract Date Anniversary multiplied by the Deferral Rollup Rate in effect for the first day of the Contract Year multiplied by a fraction, the numerator of which is the number of days elapsed in the Contract Year from the first day of the Contract Year until the No Lapse Guarantee Transaction Date, or the GMIB Exercise Date, whichever is applicable, and the denominator of which is the number of days in such Contract Year, plus
- b) The amount resulting from application of the Deferral Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer multiplied by a fraction, the numerator of which is the number of days from the Transaction Date of your Contribution or transfer until the No Lapse Guarantee Transaction Date, or the GMIB Exercise Date, whichever is applicable and the denominator of which is the number of days in such Contract Year.

[If ATP Endorsement is issued under Contract]

[When a prorated Deferral Rollup Amount is required to calculate the GMIB Benefit Base on a Valuation Date (described in the Automatic Transfer Program (ATP) Endorsement issued with your Contract), the prorated Deferral Rollup Amount is equal to:

- a) GMIB Benefit Base on the preceding Contract Date Anniversary multiplied by the Deferral Rollup Rate in effect for the first day of the Contract Year multiplied by a fraction, the numerator of which is the number of months elapsed in the Contract Year from the first day of the Contract Year until the Valuation Date, and the denominator of which is 12, plus
- b) The amount resulting from application of the Deferral Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer multiplied by a fraction, the numerator of which is the number of months from the Transaction Date of your Contribution or transfer until the Valuation Date, and the denominator of which is 12.]

D. 5. Annual Adjustment of the GMIB Benefit Base with the Annual Rollup Amount

If a withdrawal has ever been taken from your PBA, your GMIB Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the GMIB Benefit Base at the beginning of the Contract Year, plus
- (ii) Contributions and transfers to the PBA during the Contract Year, minus
- (iii) any adjustments during the Contract Year for Excess Withdrawals (defined below) from the PBA during the Contract Year, [minus
- (iv) the dollar amount of any required minimum distribution withdrawals in excess of your remaining AWA taken through our Automatic RMD Withdrawal Service from your PBAV during the Contract Year] plus

- (v) A)[in the Contract Year of your PBA Funding Date], any remaining Annual Rollup Amount and B) in any Contract Year thereafter, the Annual Rollup Amount for the Contract Date Anniversary reduced by the dollar amount of total withdrawals from your PBA, up to the AWA.

D. 6. *Annual Adjustment of the GMIB Benefit Base with the Deferral Rollup Amount*

Prior to taking a withdrawal under your Contract from the PBAV, instead of the adjustment described above, your GMIB Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the GMIB Benefit Base at the beginning of the Contract Year, plus
- (ii) Contributions and transfers to the PBA during the Contract Year, plus
- (iii) the Deferral Rollup Amount for the Contract Date Anniversary.

Once a withdrawal is made from the PBA under your Contract, no Deferral Rollup Amount adjustment is made to your GMIB Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years. In those Contract Years, any adjustment to your GMIB Benefit Base will be done according to the provision in D.5. above.

D. 7. *Adjustment of the GMIB Benefit Base for Withdrawals and Excess Withdrawals*

Beginning [in the Contract Year following your PBA Funding Date], withdrawals up to the AWA do not reduce the GMIB Benefit Base. Instead, such withdrawals reduce the Annual Rollup Amount to be added to the GMIB Benefit Base on the Contract Date Anniversary by the dollar amount of the withdrawal, as described above.

[In any Contract Year, a required minimum distribution withdrawal (“RMD Withdrawal”) that is taken through our Automatic RMD Withdrawal Service from the PBA, in excess of the AWA, that is needed to meet a required minimum distribution reduces the GMIB Benefit Base by the dollar amount of the RMD Withdrawal in excess of the AWA.

RMDs will be withdrawn first from your IA Investment Options, then from the Special [Money Market] Dollar Cost Averaging Account and then pro-rata from the PBA Investment Options [and the ATP Investment Option], if there are insufficient amounts in the IA Investment Options and Special [Money Market] Dollar Cost Averaging Account to satisfy the required minimum distribution.

If you do not elect our Automatic RMD Withdrawal Service and if your value in the IA Investment Option, Account for Special [Money Market] Dollar Cost Averaging and AWA is insufficient to satisfy the RMD amount, any additional withdrawal taken in the same Contract Year from your PBA will be treated as an Excess Withdrawal.]

“Excess Withdrawal” means the amount of any withdrawal or portion of any withdrawal taken from the PBA in a Contract Year that together with all other withdrawals from the PBA exceeds the AWA for that Contract Year. All withdrawals made from the PBA [in the Contract Year in which your PBA Funding Date occurs] are “Excess Withdrawals.” [An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described above.] *An Excess Withdrawal may reduce future benefits by more than the dollar amount of the excess withdrawal(s).* “Future benefits” means AWA withdrawals and Lifetime GMIB Payments. You may contact your financial professional or the Processing Office to determine if, as of that date, a contemplated withdrawal amount would cause an Excess Withdrawal.

Except as provided in the first [two] paragraph[s] of this Section, a withdrawal from the PBA reduces the GMIB Benefit Base on a pro rata basis. A pro-rata reduction is determined as follows: 1) Divide the amount of your withdrawal that exceeds your AWA by your PBAV immediately preceding the withdrawal; 2) Multiply the fraction calculated in (1) by the amount of your GMIB Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

D. 8. Annual Reset of the GMIB Benefit Base

On the [first] Contract Date Anniversary that follows your PBA Funding Date and each Contract Date Anniversary thereafter until the Contract Date Anniversary following your [95th] birthday you may reset your GMIB Benefit Base to equal the PBAV on that Contract Date Anniversary, if the PBAV is greater than the GMIB Benefit Base. You have [30] days following each eligible Contract Date Anniversary to reset your GMIB Benefit Base. The Annual or Deferral (whichever applies) rollup continues on your reset GMIB Benefit Base.

When you reset your GMIB Benefit Base, the reset will result in a new waiting period to exercise the GMIB of up to the later of [10] years or the original exercise date. [If you reset your GMIB Benefit Base on or after age [86], notwithstanding anything to the contrary, you may elect a GMIB Exercise Option described in Part III of this GMIB Rider upon your Contract Date Anniversary following your [95th] birthday, or if earlier, your Maturity Date.]

E. GMIB No Lapse Guarantee

Notwithstanding anything to the contrary in the Termination provision of your Contract, if your PBAV falls to zero before the Contract Date Anniversary following your [95th] birthday while this Contract is in force and there have been no withdrawals from your Contract other than as described below under “Conditions of the GMIB No Lapse Guarantee,” then your GMIB will be exercised automatically on the transaction date that the PBAV falls to zero (“No Lapse Guarantee Transaction Date”). The annual lifetime income that will be provided under GMIB will be based on your then current age and the GMIB Benefit Base on the No Lapse Guarantee Transaction Date, notwithstanding any waiting period described in Sections II. D. 8 and III of this Rider. For a Contract with Joint Owners, the current age will be based on the current age of the older Owner. For a Contract with a non-natural Owner, the age of the Annuitant or the older Annuitant, if applicable, applies for the No Lapse Guarantee. ***[For QP DB and DC Contracts only]*** [The annual Lifetime GMIB Payments will be made to the plan.] Annual Lifetime GMIB Payments will be based on a [single life annuity] and begin one year after the No Lapse Guarantee Transaction Date. You must notify us in writing, within [30] days of your receipt of notice from us stating that your PBAV has fallen to zero, if you wish to change the frequency of payments.

Conditions of the GMIB No Lapse Guarantee:

The No Lapse Guarantee described above applies only if there are no withdrawals from your PBA other than withdrawals:

- (i) due to “Charges Deducted from Annuity Account Value” as described in Contract Section 8.02,
- (ii) from the PBA in the Contract Year in which the PBA Funding Date occurs, [or]
- (iii) during a Contract Year that do not exceed your AWA, [or]
- [(iv) made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code.]

Any Excess Withdrawal will cause the GMIB No Lapse Guarantee to terminate. For purposes of the GMIB No Lapse Guarantee in the Contract Year of the PBA Funding Date, there are no “Excess Withdrawals.”

If, due to a reset, your GMIB Benefit Base is increased to an amount that would have prevented a withdrawal processed within [30] days of a Contract Date Anniversary from being an Excess Withdrawal, the No Lapse Guarantee described in this Section will be reinstated. Termination of the No Lapse Guarantee does not cause termination of the other provisions of this Rider. The No Lapse Guarantee terminates on the last date GMIB may be exercised as described in Sections II.D.8 and III of this Rider.

Any Death Benefit under the Contract is terminated as of the No Lapse Guarantee Transaction Date.

III. GMIB Exercise

- A. On the Transaction Date on which you exercise GMIB, the annual lifetime income that will be provided under the fixed payout option selected will be the greater of (i) the GMIB, and (ii) the amount of income that would be provided by application of the PBAV as of the Transaction Date to our annuity rates described in the Amount of Annuity Benefits Section of your Contract for the same payout option. The GMIB Benefit Base, as defined above, is applied to the guaranteed annuity purchase factors shown in Attachment A of this Rider to determine the GMIB.

Upon GMIB exercise, you may elect [either (i) or (ii):] [(i)] our Life Annuity payout option [or, (ii) our Life Annuity with a Period Certain payout option.] Other annuity payout options may be available at the time of exercise.

B. *Conditions of GMIB Exercise*

You may choose to begin Lifetime GMIB Payments by exercising GMIB after the required waiting period as described below. Your waiting period to exercise GMIB is extended as described in Section II.D.8. of this Rider.

After a waiting period, which begins on the Contract Date Anniversary on or immediately preceding your PBA Funding Date, you may exercise GMIB within [30] days following the applicable Contract Date Anniversary described below, based on your age as of the beginning of the waiting period, as follows:

Applicable for an Owner whose age is [20] through [44] on the Contract Date Anniversary on or immediately preceding the PBA Funding Date: The GMIB may be exercised only within [30] days following each Contract Date Anniversary beginning with the [15th] or later Contract Date Anniversary following your PBA Funding Date. However, it may not be exercised later than the Contract Date Anniversary following your [95th] birthday, or if earlier, your Maturity Date.

Applicable for an Owner whose age is [45] through [49] on the Contract Date Anniversary on or immediately preceding the PBA Funding Date: The GMIB may be exercised only within [30] days following each Contract Date Anniversary on or after your [60th] birthday. However, GMIB may not be exercised later than the Contract Date Anniversary following your [95th] birthday, or if earlier, your Maturity Date.

Applicable for Owner whose age is [50] through [80] on the Contract Date Anniversary on or immediately preceding the PBA Funding Date: The GMIB may be exercised only within [30] days following each Contract Date Anniversary beginning with the [10th] or later Contract Date Anniversary following your PBA Funding Date. However, GMIB may not be exercised later than the Contract Date Anniversary following your [95th] birthday, or if earlier, your Maturity Date.

A Contract issued with a Qualified Plan endorsement must convert to a traditional IRA Contract in an eligible rollover transaction to exercise the GMIB unless GMIB is automatically exercised as described in the “GMIB No Lapse Guarantee.”

Prior to the Contract Date Anniversary following your [95th] birthday, or your Maturity Date, if earlier, your GMIB Benefit Base is reduced by any remaining Withdrawal Charges on the date you exercise GMIB except in the case of GMIB No Lapse Guarantee described in Section II. E of this Rider.

C. *GMIB Exercise Option Upon Rider Charge Increase*

If the Cost of this Rider increases as described in Part V of this Rider, and you do not elect to drop this Rider, you may, exercise GMIB without regard to the waiting periods described above. The [30] day period during which you may exercise GMIB upon such a charge increase varies by Contract Year as follows:

If a Rider Charge Increase Notification Date (described in Section V) occurs during:	Then, you may exercise GMIB during the following period:
Contract Year [1 or 2]	[30] days following the [second] Contract Date Anniversary.
Contract Year [3] and later	the “Rider Drop Period” described in Section V of this Rider. (This right to exercise GMIB upon a rider charge increase applies to your Contract in addition to the “regular” GMIB Exercise Provision described in Part III of this Rider.)

Upon expiration of the exercise periods described in the table above, the exercise waiting periods described in Section III. B, “Conditions of GMIB Exercise,” will resume.

When the life annuity [period certain] supplementary contract is issued, the Owner of record under this Contract on the GMIB Exercise Date will be the Owner under the supplementary life annuity contract. The Owner will also become the Annuitant under the supplementary life annuity contract. ***[NQ only]*** [Any Joint Owner, as applicable under this Contract will become the Joint Annuitant under the supplementary contract.] If this Contract is owned by a Non-Natural Owner, the Annuitant ***[NQ only]*** [and Joint Annuitant, if applicable,] remains the same under the supplementary life annuity contract. Lifetime GMIB Payments will begin one year from the date that GMIB is exercised. Lifetime GMIB Payments do not affect your Investment Account.

IV. GMIB at the Maturity Date

[For NQ Contracts only] [If you are older than the Annuitant named under this Contract, your Maturity Date is the Contract Date Anniversary following your attainment of Age [95].]

At the Maturity Date, for amounts under your Contract allocated to your PBA Investment Options, you may elect to receive GMIB Payments as described in the second paragraph of Section III. You may instead elect to receive your PBAV in a lump sum distribution or in the form of an Annuity Benefit under Part VII of the Contract. If you so elect, then your Contract, including this GMIB Rider, will terminate.

Unless, we agree otherwise, if you do not make an election for your PBAV at the Maturity Date, we will apply your PBAV to either (i) or (ii) described below, whichever provides a greater payment:

- (i) a supplementary contract for a life annuity, or
- (ii) a supplementary contract under which we make annual payments in the amount resulting from the application of GMIB Purchase Factors shown in this Rider's Attachment A to the GMIB Benefit Base.

Unless, we agree otherwise, at the Maturity Date, for amounts under your Contract allocated to your Investment Account you may elect (i) to apply such amounts to an Annuity Benefit in any form we are then offering as described in Part VII of the Contract; or (ii) to receive a lump sum distribution of the IAV. If you do not make an election for your IAV at the Maturity Date, we will apply such amounts as described in Part VII of the Contract.

Special Rules Applicable under Joint Owner and Non-Natural Owner Contracts

For Contracts with Non-Natural Owners, lifetime income is guaranteed for the life of the Annuitant. A GMIB that would be based on the Contract Date Anniversary following the Owner's [95th] birthday will be based on the Contract Date Anniversary following the Annuitant's [95th] birthday. Reference to Owner in this Rider would apply to the Annuitant for purposes of determining GMIB payments. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [95th] birthday will be limited to the Contract Date Anniversary following the Annuitant's [95th] birthday. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMIB will be based on the Contract Date Anniversary following the older Joint Annuitant's [95th] birthday. Reference to Owner in this Rider would apply to the older Joint Annuitant for purposes of determining GMIB Payments. Also, any reset will be limited to the Contract Date Anniversary following the [95th] birthday of the older Joint Annuitant.

For Contracts with Joint Owners, lifetime income is guaranteed for the life of the older Joint Owner. A GMIB that is based on the Contract Date Anniversary following the Owner's [95th] birthday will be based on the Contract Date Anniversary following the [95th] birthday of the older Joint Owner. Reference to Owner in this Rider would apply to the older Joint Owner for purposes of determining GMIB payments. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [95th] birthday will be limited to the Contract Date Anniversary following the [95th] birthday of the older Joint Owner.

V. The Cost of this Rider

The current charge for this Rider is [1.15%] of the GMIB Benefit Base on your Contract Date Anniversary. The maximum charge for this Rider is [2.30%] of the GMIB Benefit Base on your Contract Date Anniversary. Any change in the charge will be within the range of the current and maximum charge for this Rider.

We may increase or decrease the charge for this benefit at any time after completion of [two] Contract Years. We will provide you a minimum of [30] days advance notice of any revised Rider charge.

The "Rider Charge Change Notification Date" is the date of the notice which we send to you informing you of a revised charge. If we revise the charge for this Rider, you may elect to terminate the Rider by submitting a written request to our Processing Office no later than [30] days after the Rider Charge Change Notification Date. This period is referred to as the [30] Day "Rider Drop Period."

The "Rider Charge Change Effective Date" is the date on which the new Rider Charge becomes effective on your Contract and is at least [30] days following the Rider Charge Change Notification Date. The changed charge will be assessed beginning on the Contract Date Anniversary that falls on or after the Rider Charge Change Effective Date unless a prorated charge was applied earlier in the Contract Year. However, if the Rider Charge Change Notification Date falls in the first [two] Contract Years, the Rider Charge Change Effective Date is the Business Day that is the later of (i) the first day of the [third] Contract Year or (ii) at least [30] days following the Rider Charge Change Notification Date. The new charge will be deducted beginning on your [third] Contract Date Anniversary, unless a prorated charge was applied earlier in the Contract Year.

Unless you have terminated this Rider, we will determine and deduct the above charge annually from your PBA on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charge on the transaction date for the portion of any Contract Year in which this Rider is terminated pursuant to Section VI of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract. If the Rider charge changes and this Rider terminates within [30] days of such change, the current Rider charge will apply, otherwise, the new Rider charge will apply.

The above charges will be deducted from the PBA Investment Options [and the ATP Investment Option] on a pro-rata basis. If there is insufficient value or no value in the PBA Investment Options [and the ATP Investment Option], any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the portion of the Account for Special [Money Market] Dollar Cost Averaging designated for the PBA Investment Options.

On the No Lapse Guarantee Transaction Date described in Section II. E, the charge for this benefit terminates.

VI. Termination Of This Rider

This Rider may be terminated on either an automatic or voluntary basis. Automatic Terminations are described in the following paragraphs. Voluntary Terminations are described in the "Endorsement Applicable to the Termination of an Optional Guaranteed Minimum Income Benefit and/or the Termination of an Optional Guaranteed Death Benefit Rider(s)."

Automatic Termination of this Rider:

This Rider will automatically terminate if:

- (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or
- (ii) an Excess Withdrawal reduces your PBAV to zero, even in the Contract Year in which the PBA Funding Date occurs, or
- (iii) the PBAV has fallen to zero and the No Lapse Guarantee is not in effect, or
- (iv) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including exercise of GMIB or any benefit available on the Maturity Date, or
- (v) except as provided below, you change the Owner of the Contract, or
- (vi) you make an assignment of this Contract or any of the rights under this Contract, or
- (vii) termination is required by an endorsement to your Contract, or
- (viii) the Contract terminates, or
- (ix) Spousal Continuation is elected and 1) the surviving spouse is not eligible, based on age, to make contributions or transfers into the PBA, and 2) the PBA Investment Options have no value.

When you terminate this Rider as described in items (v) and (vi) of the preceding paragraph, and you have also terminated your GMDB, you must then either 1) withdraw your entire PBAV, or 2) transfer your entire PBAV to the IA Investment Options. Once you have terminated this Rider and your GMDB rider, amounts may no longer be allocated to the PBA Investment Options.

In accordance with items (v) and (vi) above, this Rider will not terminate if any of the following occurs:

1. a Contract is owned by a Non-natural Owner, and the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract is owned by an individual, and the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. Family member means members of the immediate family and other relatives. Immediate family means spouse, domestic partner, civil union partner, parent, child, adopted child, stepchild, brother and sister. Other relatives means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.
3. You divorce, and a) in accordance with your divorce decree, your former spouse is awarded 100% of the Annuity Account Value under your Contract, and b) your former spouse meets the age requirements for this Rider on the date the Owner/Annuitant under this Contract is changed from you to your former spouse.

Effect of Termination of this Rider on your Death Benefit

The effect of termination of this Rider on your Death Benefit is described in the “Endorsement Applicable to Termination of an Optional Guaranteed Minimum Income Benefit and or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s).”

Upon the termination of this Rider, the charge for the Benefit, as shown in Section V of this Rider, ends.

VII. Reports and Notices

At least once each year until the Maturity Date, we will send you a report showing: the GMIB Benefit Base and the related AWA described in Section II. C. of this Rider.

A report as described above or any written notice as described in any other Section will be satisfied by our mailing any such report or notice to your last known address as shown in our records.

Notices sent to us will not be effective until received at the Processing Office. Your Contract Number should be included in all correspondence.


VIII. Endorsements Applicable to this GMIB with GWBL Rider

[This GMIB Rider is subject to the transfer rules described in the Endorsement Applicable to Asset Transfer Program Endorsement.]

[Amounts allocated to your Contract when this Rider is elected are subject to the terms and conditions of the Endorsement Applicable to Investment Options, as described therein.]

AXA EQUITABLE LIFE INSURANCE COMPANY


Mark Pearson,
Chairman of the Board and Chief Executive Officer


Karen Field Hazin, Vice President,
Secretary and Associate General Counsel

Guaranteed Minimum Income Benefit Table of Guaranteed Annuity - Purchase Factors For Initial Level
Annual Income Annual Rates Based on the Application of \$100 Purchase Factors

<u>Life Only</u>		
<u>Age</u>	<u>Male</u>	<u>Female</u>
[60	2.96	2.80
61	3.01	2.84
62	3.07	2.89
63	3.13	2.95
64	3.19	3.00
65	3.25	3.06
66	3.32	3.12
67	3.39	3.18
68	3.47	3.25
69	3.54	3.32
70	3.62	3.39
71	3.71	3.47
72	3.80	3.55
73	3.89	3.64
74	3.99	3.72
75	4.09	3.82
76	4.19	3.92
77	4.31	4.02
78	4.42	4.13
79	4.55	4.24
80	4.68	4.37
81	4.81	4.49
82	4.96	4.63
83	5.11	4.77
84	5.27	4.92
85	5.43	5.08
86	5.61	5.25
87	5.80	5.43
88	6.00	5.62
89	6.21	5.81
90	6.43	6.02
91	6.67	6.25
92	6.93	6.49
93	7.20	6.74
94	7.50	7.01
95	7.82	7.31]

[The amount of income provided under an Annuity Benefit payable on the Life Annuity Form is based on 1.00% interest and mortality equal to 36% for males and 36% for females of the Annuity 2000 Mortality Table projected at 1.15% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30.]

AXA EQUITABLE LIFE INSURANCE COMPANY

“GREATER OF” DEATH BENEFIT RIDER

Greater of Annual Rollup to Age [85] GMDB or Highest Anniversary Value to Age [85] GMDB

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is your Contract Date.

I. This Rider's Guaranteed Minimum Death Benefit

Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit (GMDB) with this flexible premium deferred fixed and variable Annuity Contract as described below.

The GMDB is derived from a benefit base as described in Section II of this Rider. You must contribute or transfer amounts to the Protected Benefit Account to fund a GMDB Benefit Base in order to receive benefits under this Rider. The GMDB Benefit Base is used solely to calculate the GMDB described in this Rider and its charge and does not provide a Cash Value or any minimum account value and cannot be withdrawn.

The GMDB under the Contract will be the greater of the Annual Rollup to Age [85] Benefit Base or the Highest Anniversary Value to Age [85] ("HAV") Benefit Base. The Protected Benefit Account Value, operation of the Annual Rollup to Age [85] Benefit Base and the HAV Benefit Base, the Effect of Withdrawals on your Benefit Bases, the cost of this Rider and how this Rider may terminate are described below.

Withdrawals from your Protected Benefit Account Value will cause an adjustment to your GMDB Benefit Base as described in Section II. C. of this Rider. The adjustment may be greater than the amount withdrawn.

Your Death Benefit amount under this Rider is determined by comparing the Protected Benefit Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit under this Rider. The Death Benefit under the Contract is equal to the sum of the Death Benefit under this Rider and the Investment Account Value.

Your GMDB Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination provision of this Rider (Section V).

[The terms and conditions of a spouse's right to continue this Contract and Rider upon the death of the Owner of this Contract ("Spousal Continuation"), are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

II. Operation of the Guaranteed Minimum Death Benefit

A. Definitions Pertaining to Investment Options and Annuity Account Value

- i. "Annuity Account Value" as defined in Section 1.02 of your Contract means the sum of (i) your "Protected Benefit Account Value" ("PBAV") and (ii) your "Investment Account Value" ("IAV").

- ii. “Protected Benefit Account” (“PBA”) is the account which holds (i) the PBA Investment Options and (ii) the portion of the account for Special [Money Market] Dollar Cost Averaging designated for transfers to the PBA Investment Options.
- iii. “PBAV” means the sum of the amounts held for you in the PBA.
- iv. “PBA Investment Options” means the Variable Investment Options available with this GMDB and as shown in the Data Pages.
- v. “Investment Account” is the account which holds (i) the IA Investment Options and (ii) the portion of the account for Special [Money Market] Dollar Cost Averaging designated transfers to the IA Investment Options
- vi. “IAV” means the sum of amounts held for you in the Investment Account.
- vii. “IA Investment Options” means the Variable Investment Options [and the Guaranteed Interest Option] under this Rider.
- viii. “Investment Options” as defined in Section 1.14 of your Contract means (i) the PBA Investment Options and (ii) the IA Investment Options defined above.

B. PBA Funding Date

Your “PBA Funding Date” is the Transaction Date that amounts are first contributed or transferred to the PBA.

C. GMDB Benefit Base

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is also used to determine the cost of this Rider as described in Section IV. Your GMDB Benefit Base is funded as of the PBA Funding Date. While this Rider is in effect, once amounts are allocated or transferred to the PBA Investment Options, they may be transferred only among PBA Investment Options. Additional transfer rules are described in the Data Pages.

Your GMDB Benefit Base is the greater of the Annual Rollup to Age [85] Benefit Base (“Rollup Benefit Base”) and the HAV Benefit Base. Your benefit base stops rolling up and ratcheting on the Contract Date Anniversary following your [85th] birthday. Your initial Rollup Benefit Base and HAV Benefit Base are each equal to your initial Contribution or transfer, whichever comes first, to the PBA. Thereafter, each Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer to the PBA, and each Benefit Base is adjusted for withdrawals. The way we calculate your Rollup Benefit Base and HAV Benefit Base is more fully described below.

[The following text will appear when a Series CP Contract Owner elects GMIB]

[Any Credits and any applicable Earnings Bonus applied to your Annuity Account Value as provided under your Endorsement Applicable to Credits and Earnings Bonuses are not used for purposes of determining your Rollup and HAV Benefit Bases. When you make a Contribution to the PBA Investment Options, only the amount of the Contribution, excluding any Credits is included in the determination of the Benefit Bases. When you make a transfer from the IAV to the PBA Investment Options, the amount of any Credits and any applicable Earnings Bonus, that had been applied to the IAV are considered transferred first and are not included in the determination of the Benefit Bases. Transfers to the PBA Investment Options do not increase

the Benefit Bases until an amount equal to the total amount of all Credits (before any earnings thereon) and any applicable Earnings Bonus that were applied to the IAV have been transferred to the PBA Investment Options. However, Credits and Earnings Bonuses are included in your PBAV. Your PBAV can increase your GMDB Benefit Base as a result of a HAV Benefit Base adjustment or Rollup Benefit Base reset. Therefore, Credits and Earnings Bonuses can indirectly increase your GMDB Benefit Base.]

Your IAV is not used for purposes of determining your GMDB Benefit Base, including any Optional Reset. If we discontinue transfers and Contributions to the PBA, you will not, thereafter, be able to fund or add to the GMDB Benefit Base.

C.1. Annual Rollup Rate

“Annual Rollup Rate” is declared [each Contract Year]. It is tied to the Ten Year Treasuries Formula Rate specified in the Data Pages. The rollup ends on the Contract Date Anniversary following your [85th] birthday.

C.2. Deferral Rollup Rate

A Deferral Rollup Rate is declared [each Contract Year]. It is tied to the Ten Year Treasuries Rate specified in the Data Pages and applies to your GMDB Rollup Benefit Base until a withdrawal is made from your PBA. Once a withdrawal is made from your PBA, the Deferral Rollup Rate no longer applies in the Contract Year that the withdrawal is made and all subsequent Contract Years. A Deferral Rollup Rate is not used to calculate your Annual Withdrawal Amount (“AWA”), as described in your Guaranteed Minimum Income Benefit (“GMIB”) Rider. If you do not take any withdrawals from your PBA, the Deferral Rollup ends on the Contract Date Anniversary following your [85th] birthday [***NQ only:*** or your Maturity Date, whichever is earlier].

C.3. Annual Rollup Amount

The “Annual Rollup Amount” for purposes of adjusting the GMDB Rollup Benefit Base on a Contract Date Anniversary is equal to the GMDB Rollup Benefit Base on the preceding Contract Date Anniversary multiplied by the Annual Rollup Rate in effect for the first day of the Contract Year plus a prorated Annual Rollup Amount for any Contributions or transfers to the PBA during the Contract Year. The Annual Rollup Amount is calculated at the beginning of each Contract Year and on the Transaction Date of each Contribution or transfer into the PBA.

The prorated Annual Rollup Amount applicable to such Contributions and transfers is equal to the full Annual Rollup Amount for the Contribution or transfer (that is, the amount resulting from application of the Annual Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year from the Transaction Date of your Contribution or transfer until the Contract Date Anniversary of the same Contract Year, and the denominator of which is the number of days in such Contract Year.

In any Contract Year following the Contract Year of your PBA Funding Date, the prorated Annual Rollup Amount in the Contract Year in which your death occurs is calculated as follows:

- a) the Rollup Benefit Base on the preceding Contract Date Anniversary multiplied by the Annual Rollup Rate in effect for the first day of the Contract Year multiplied by a fraction, the numerator of which is the number of days elapsed in the Contract Year from the first day of the Contract Year until the date of your death, and the denominator of which is the number of days in such Contract Year, plus
- b) The amount resulting from application of the Annual Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer multiplied by a fraction, the numerator of which is the

number of days from the Transaction Date of your Contribution or transfer until the date of your death and the denominator of which is the number of days in such Contract Year.

This prorated amount will not be less than zero. In any Contract Year following the Contract Year of your PBA Funding Date in which a Death Benefit becomes payable, any withdrawals up to the AWA but in excess of the prorated Annual Rollup Amount will not reduce your Rollup Benefit Base.

[If ATP Endorsement is issued under Contract]

[When a prorated Annual Rollup Amount is required to calculate the Rollup Benefit Base on a Valuation Date (described in the Automatic Transfer Program (ATP) Endorsement issued with your Contract), the prorated Annual Rollup Amount is equal to:

- a) Rollup Benefit Base on the preceding Contract Date Anniversary multiplied by the Annual Rollup Rate in effect for the first day of the Contract Year multiplied by a fraction, the numerator of which is the number of months elapsed in the Contract Year from the first day of the Contract Year until the Valuation Date, and the denominator of which is 12, plus
- b) The amount resulting from application of the Annual Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer multiplied by a fraction, the numerator of which is the number of months from the Transaction Date of your Contribution or transfer until the Valuation Date, and the denominator of which is 12.]

Effect of Withdrawals [in the Contract Year of your PBA Funding Date] on your Annual Rollup Amount

[[In the Contract Year of your PBA Funding Date], any withdrawal to satisfy a required minimum distribution from your Contract taken through our Automatic RMD Withdrawals Service will not reduce your Annual Rollup Amount.]

Any withdrawal from the PBA [other than a required minimum distribution taken through our Automatic RMD Withdrawals Service] reduces the Annual Rollup Amount as of the Transaction Date of the withdrawal by the dollar amount of the withdrawal. Such withdrawal will not reduce your Annual Rollup Amount to less than zero. Any permissible Contribution or transfer after such withdrawal will provide an Annual Rollup Amount equivalent to that described in the second paragraph of this Section.

C.4. Deferral Rollup Amount

The “Deferral Rollup Amount” for purposes of adjusting the GMDB Rollup Benefit Base on a Contract Date Anniversary is equal to the GMDB Rollup Benefit Base on the preceding Contract Date Anniversary multiplied by the Deferral Rollup Rate in effect for the first day of the Contract Year plus a prorated Deferral Rollup Amount for any Contributions or transfers to the PBA during the Contract Year. When the Deferral Rollup Rate is in effect, the Deferral Rollup Amount is calculated at the beginning of each Contract Year and on the Transaction Date of each Contribution or transfer into the PBA.

The prorated Deferral Rollup Amount applicable to such Contributions and Transfers is equal to the full Deferral Rollup Amount for the Contribution or transfer (that is, the amount resulting from application of the Deferral Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer)

multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year from the Transaction Date of your Contribution or transfer until the Contract Date Anniversary of the same Contract Year and the denominator of which is the number of days in such Contract Year.

In any Contract Year following the Contract Year of your PBA Funding Date, the prorated Deferral Rollup Amount in the Contract Year in which your death occurs is calculated as follows:

- a) the Rollup Benefit Base on the preceding Contract Date Anniversary multiplied by the Deferral Rollup Rate in effect for the first day of the Contract Year multiplied by a fraction, the numerator of which is the number of days elapsed in the Contract Year from the first day of the Contract Year until the date of your death, and the denominator of which is the number of days in such Contract Year, plus
- b) The amount resulting from application of the Deferral Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer multiplied by a fraction, the numerator of which is the number of days from the Transaction Date of your Contribution or transfer until the date of your death and the denominator of which is the number of days in such Contract Year.

[If ATP Endorsement is issued under Contract]

[When a prorated Deferral Rollup Amount is required to calculate the Rollup Benefit Base on a Valuation Date (described in the Automatic Transfer Program (ATP) Endorsement issued with your Contract), the prorated Deferral Rollup Amount is equal to:

- a) Rollup Benefit Base on the preceding Contract Date Anniversary multiplied by the Deferral Rollup Rate in effect for the first day of the Contract Year multiplied by a fraction, the numerator of which is the number of months elapsed in the Contract Year from the first day of the Contract Year until the Valuation Date, and the denominator of which is 12, plus
- b) The amount resulting from application of the Deferral Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer multiplied by a fraction, the numerator of which is the number of months from the Transaction Date of your Contribution or transfer until the Valuation Date, and the denominator of which is 12.]

C. 5. Annual Adjustment of the GMDB Rollup Benefit Base with the Annual Rollup Amount

If a withdrawal has ever been taken from your PBA, your GMDB Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the GMDB Rollup Benefit Base at the beginning of the Contract Year; plus
- (ii) Contributions and transfers to the PBA during the Contract Year; minus
- (iii) any adjustments for Excess Withdrawals (defined below) from the PBA during the Contract Year, [minus
- (iv) the dollar amount of any required minimum distribution withdrawals (“RMD Withdrawal”) (defined below) in excess of your remaining AWA taken through our Automatic RMD Withdrawal Service from your PBAV during the Contract Year to the extent such withdrawals exceed your AWA from the PBA during the Contract Year;] plus
- (v) A)[in the Contract Year of your PBA Funding Date], any remaining Annual Rollup Amount and B) in any Contract Year thereafter, the Annual Rollup Amount for the Contract Date

Anniversary reduced by the dollar amount of total withdrawals from your PBA, up to your AWA as described in the GMIB Rider.

[“RMD Withdrawal” means a withdrawal that meets the lifetime required minimum distribution rules under the Code.]

"Excess Withdrawal" means any withdrawal or portion of a withdrawal taken from the PBA during a Contract Year that, together with all other amounts withdrawn from the PBA during that year, causes the total of such withdrawals to exceed the AWA. An Excess Withdrawal may reduce future benefits by more than the dollar amount of the withdrawal(s).

C.6. Annual Adjustment of the GMDB Rollup Benefit Base with the Deferral Rollup Amount

Prior to taking a withdrawal under your Contract from the PBA, instead of the adjustment described above, your GMDB Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the GMDB Rollup Benefit Base at the beginning of the Contract Year, plus
- (ii) Contributions and transfers to the PBA during the Contract Year, plus
- (iii) the Deferral Rollup Amount for the Contract Date Anniversary.

Once a withdrawal is made under your Contract from the PBA, no Deferral Rollup Amount adjustment is made to your GMDB Rollup Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years. In those Contract Years, any adjustment to your GMDB Rollup Benefit Base will be done according to the provision in C.5. above.

C.7. Annual Reset of the Rollup Benefit Base

As described in your GMIB Rider, you may elect to reset your GMIB Benefit Base. If you have so elected to reset such GMIB Benefit Base on each Contract Date Anniversary, until the Contract Date Anniversary following your [85th] birthday, the Rollup Benefit Base under this Rider will reset automatically to the PBAV.

C.8. Highest Anniversary Value to Age [85] Benefit Base (“HAV Benefit Base”)

For the HAV Benefit Base, on each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the PBAV is greater than the current HAV Benefit Base, the HAV Benefit Base is increased to equal the PBAV.

III. Effect of Withdrawals on your GMDB Benefit Bases

The Rollup Benefit Base and the HAV Benefit Base will each be reduced by withdrawals from the PBA. The reduction is determined separately for each Benefit Base.

HAV Benefit Base

[During each Contract Year, [prior to completion of the Contract Year of your PBA Funding Date], your HAV Benefit Base will be reduced by withdrawals from the PBA on a pro-rata basis.]

[[Thereafter], your HAV Benefit Base will be reduced by the dollar amount of any withdrawal as long as the sum of your withdrawals in that Contract Year does not exceed your AWA. Once a withdrawal is made that causes cumulative withdrawals in a Contract Year to exceed your AWA, the portion of that withdrawal that exceeds your AWA and any subsequent withdrawals in that Contract Year will cause a pro-rata reduction of the HAV Benefit Base.]

[The following sentence describing required minimum distribution treatment will appear if applicable.] [RMD Withdrawals made under our Automatic RMD Withdrawal Service from the PBA, will reduce the HAV Benefit Base by the dollar amount of such withdrawal.]

For the HAV Benefit Base, a pro-rata reduction is determined as follows:

- 1) Divide the amount of your withdrawal by your PBAV immediately preceding the withdrawal;
- 2) Multiply the fraction calculated in (1) by the amount of your HAV Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction.] We will make this reduction as of the Transaction Date of each withdrawal.

Rollup Benefit Base

Withdrawals Prior to Age [85]

The Rollup Benefit Base will be reduced as follows. [Prior to completion of the Contract Year of your PBA Funding Date], your Rollup Benefit Base will be reduced pro-rata by all withdrawals from your PBA.

Thereafter, withdrawal of the amounts up to the AWA will reduce the Annual Rollup Amount described in the GMIB Rider that otherwise would be credited to your Rollup Benefit Base on the Contract Date Anniversary but does not reduce the Rollup Benefit Base.

For each Contract Year, you may take one or more withdrawals from your PBA up to your AWA, without causing an Excess Withdrawal.

Withdrawals on and after Age [85]

During the period beginning with the Contract Date Anniversary following your [85th] birthday through the earliest of (i) the Contract Date Anniversary following the date your PBAV falls to zero, and (ii) your Contract Maturity Date, and (iii) the Contract Date Anniversary following your [95th] birthday, for each Contract Year, you may take one or more withdrawals from your PBA that total no more than your AWA, without causing an Excess Withdrawal, however, such a withdrawal will reduce the Rollup Benefit Base by the dollar amount of the withdrawal.

The portion of any withdrawal in excess of the AWA will reduce the Rollup Benefit Base on a pro-rata basis as of the Transaction Date of the withdrawal.

For the Rollup Benefit Base, a pro-rata reduction is determined as follows:

- 1) Divide the amount of the withdrawal that exceeds the AWA by your PBAV immediately preceding the withdrawal;
- 2) Multiply the fraction calculated in (1) by the amount of your Rollup Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will reduce your Rollup Benefit Base by this amount. We will make this reduction as of the Transaction Date of each withdrawal.

[RMD Withdrawals made under our Automatic Withdrawal Service from the PBAV that exceed the AWA for a Contract Year will reduce your Rollup Benefit Base by the dollar amount of the portion of the withdrawal in excess of the AWA. This dollar for dollar withdrawal treatment of such withdrawals will be available [immediately.]]

IV. The Cost of This Rider

The current charge for this Rider is [1.15%] of the GMDB Benefit Base. This charge is based on the greater of the Rollup and the HAV Benefit Bases on your Contract Date Anniversary. The maximum charge for this benefit is [2.30%] of the Rider's Benefit Base on your Contract Date Anniversary.

We may increase or decrease the charge for this benefit at any time after completion of [two] Contract Years. We will provide you a minimum of [30] days advance notice of any revised Rider charge.

The "Rider Charge Change Notification Date" is the date of the notice which we send to you informing you of a revised charge. If we revise the charge for this Rider, you may elect to terminate the Rider by submitting a written request to our Processing Office no later than [30] days after the Rider Charge Change Notification Date. This period is referred to as the [30] Day "Rider Drop Period."

The "Rider Charge Change Effective Date" is the date on which the new Rider Charge becomes effective on your Contract and is at least [30] days following the Rider Charge Change Notification Date. The changed charge will be assessed beginning on the Contract Date Anniversary that falls on or after the Rider Charge Change Effective Date unless a prorated charge was applied earlier in the Contract Year. However, if the Rider Charge Change Notification Date falls in the first [two] Contract Years, the Rider Charge Change Effective Date is the Business Day that is the later of (i) the first day of the [third] Contract Year or (ii) at least [30] days following the Rider Charge Change Notification Date. The new charge will be deducted beginning on your [third] Contract Date Anniversary, unless a prorated charge was applied earlier in the Contract Year.

Unless you have terminated this Rider, we will determine and deduct the above charge annually from your PBA on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charge on the transaction date for the portion of any Contract Year in which this Rider is terminated pursuant to Section V. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract. If the Rider charge changes and this Rider terminates within the [30] Day Rider Drop Period, the current Rider charge will apply, otherwise, the new Rider charge will apply.

The above charge will be deducted from the PBA Investment Options on a pro-rata basis. If there is insufficient value or no value in the PBA Investment Options any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the portion of the Account for Special [Money Market] Dollar Cost Averaging designated for the PBA Investment Options.

V. Termination Provision of This Rider

This Rider may be terminated on either an automatic or voluntary basis. Automatic Terminations are described in the following paragraphs. Voluntary Terminations are described in the "Endorsement Applicable to the Termination of an Optional Guaranteed Minimum Income Benefit and/or the Termination of an Optional Guaranteed Death Benefit Rider(s)."

Automatic Termination of this Rider

Upon the occurrence of any of the following, this Rider and any charge associated herewith will terminate:

- (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or
- (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including exercise of GMIB or any benefit available on the Maturity Date, or
- (iii) except as provided below, you change the Owner of the Contract, or
- (iv) you make an assignment of this Contract or any rights under this Contract, or
- (v) termination is required by an endorsement to your Contract, or
- (vi) the Contract terminates, or
- (vii) Spousal Continuation is elected and the surviving spouse is not eligible, based on age, to make Contributions or transfers into the PBA, and the PBA has no value, or
- (viii) your GMIB Rider terminates, or
- (ix) you drop this Rider as a result of a fee change, as described in the *Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or Guaranteed Minimum Death Benefit Rider*, or
- (x) the PBAV under this Rider falls to zero.

When you terminate this Rider as described in items (iii) and (iv) of the preceding paragraph, you must then either 1) withdraw your entire PBAV, or 2) transfer your entire amount in the PBAV to the IA Investment Options. Once you have terminated this Rider amounts may no longer be allocated to the PBA Investment Options.

In accordance with items (iii) and (iv) above, this Rider will not terminate if any of the following occurs:

- 1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
- 2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. "Family member" means members of the immediate family and other relatives. "Immediate family" means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. "Other relatives" means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.
- 3. You divorce, and a) in accordance with your divorce decree, your former spouse is awarded 100% of the Annuity Account Value under your Contract, and b) your former spouse meets the age requirements for this Rider on the date the Owner/Annuitant under this Contract is changed from you to your former spouse.

VI. Effect of the GMIB Rider's Termination on This Rider

If the GMIB Rider terminates, this Rider will terminate automatically as described in the *Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or Guaranteed Minimum Death Benefit Rider*.

VII. Special Rules Applicable to your Rider when Ownership of the Contract is other than on an Individual Basis

For Contracts with Joint Owners, a GMDB that would be based on the Owner's age will instead be based on the age of the older Joint Owner. Also, any Reset provision which is based on the Owner's age will instead be based on the age of the older Joint Owner.

For Contracts with Non-Natural Owners, a GMDB that would be based on the Owner's age will instead be based on the age of the Annuitant. Also, any Reset provision which is based on the Owner's age will instead be based on the

age of the Annuitant. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMDB will be based on the age of the older Joint Annuitant and any reset will be based on the age of the older Joint Annuitant.

VIII. Reports

The amount of the Death Benefit will be included on a report sent to you at least once each year until the Maturity Date, as described in Section 9.04 of the Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[

]



Mark Pearson,
Chairman of the Board and Chief Executive Officer]



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

[Rider attached to and forming a part of your Contract issued by AXA EQUITABLE LIFE INSURANCE COMPANY (“AXA EQUITABLE”).

AXA EQUITABLE LIFE INSURANCE COMPANY

HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER

Highest Anniversary Value to Age [85] GMDB

GMDB Rider Data

Contract Number: [09-999-999]

GMDB Rider Effective Date: [September 15, 2015]

Owner: [JOHN DOE] Age: [60] Sex: [Male]

[Available only under NQ Contracts]

[JANE DOE]

Age: [55]

Sex: [Female]

[Joint Owner:]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]

[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

As of this Rider’s Effective Date, the information shown above supersedes the information in the Data Pages of your Contract to the extent of any difference.]

AXA EQUITABLE LIFE INSURANCE COMPANY
HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER

Highest Anniversary Value to Age [85] GMDB

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is [your Contract Date.]

I. This Rider's Guaranteed Minimum Death Benefit

Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit (GMDB) with this flexible premium deferred fixed and variable Annuity Contract as described below.

*The GMDB is derived from a benefit base as described in Section II of this Rider. You must contribute or transfer amounts to the Protected Benefit Account to fund a GMDB Benefit Base in order to receive benefits under this Rider. **The GMDB Benefit Base is used solely to calculate the GMDB described in this Rider and its charge and does not provide a Cash Value or any minimum account value and cannot be withdrawn.***

The GMDB under the Contract will be the Highest Anniversary Value to Age [85] ("HAV") Benefit Base. The Rider describes the operation of the HAV Benefit Base, the Effect of Withdrawals on your Benefit Base, the cost of this Rider and how this Rider may terminate.

Withdrawals from your Protected Benefit Account Value will cause an adjustment to your GMDB Benefit Base as described in Section IV. of this Rider. The adjustment may be greater than the amount withdrawn.

Your Death Benefit amount under this Rider is determined by comparing the Protected Benefit Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit under this Rider. The Death Benefit under the Contract is equal to the sum of the Death Benefit under this Rider and the Investment Account Value.

Your GMDB Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination provision of this Rider (Section VI.).

[The terms and conditions of a spouse's right to continue this Contract and Rider upon the death of the Owner of this Contract ("Spousal Continuation"), are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

II. Operation of the Guaranteed Minimum Death Benefit

A. Definitions Pertaining to Investment Options and Annuity Account Value

- i. “Annuity Account Value” as defined in Section 1.02 of your Contract means the sum of (i) your “Protected Benefit Account Value” (“PBAV”) and (ii) your “Investment Account Value” (“IAV”).
- ii. “Protected Benefit Account” (“PBA”) is the account which holds (i) the PBA Investment Options and (ii) the portion of the account for Special [Money Market] Dollar Cost Averaging designated for transfers to the PBA Investment Options.
- iii. “PBAV” means the sum of the amounts held for you in the PBA.
- iv. “PBA Investment Options” means the Variable Investment Options available with this GMDB Rider and as shown in the Data Pages.
- v. “Investment Account” is the account which holds (i) the IA Investment Options and (ii) the portion of the account for Special [Money Market] Dollar Cost Averaging designated transfers to the IA Investment Options
- vi. “IAV” means the sum of amounts held for you in the Investment Account.
- vii. “IA Investment Options” means the Variable Investment Options [and the Guaranteed Interest Option] under this Rider.
- viii. “Investment Options” as defined in Section 1.14 of your Contract means (i) the PBA Investment Options and (ii) the IA Investment Options defined above.

B. PBA Funding Date

Your “PBA Funding Date” is the Transaction Date that amounts are first contributed or transferred to the PBA.

C. GMDB Benefit Base

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is also used to determine the cost of this Rider as described in Section V. Your GMDB Benefit Base is funded as of the PBA Funding Date. While this Rider is in effect, once amounts are allocated or transferred to the PBA Investment Option, they may be transferred only among these Options. Additional transfer rules are described in the Data Pages.

Your GMDB Benefit Base is the HAV Benefit Base. Your initial HAV Benefit Base is equal to your initial Contribution or transfer to the PBA Investment Options. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer from an IA Investment Option to a PBA Investment Option, and the Benefit Base is adjusted for withdrawals. The way we calculate your HAV Benefit Base is described below.

[The following text will appear when a Series CP Contract Owner elects GMIB]

[Any Credits and any applicable Earnings Bonuses provided under your Endorsement Applicable to Credits and Earnings Bonuses are not used for purposes of determining your HAV Benefit Base. When you make a Contribution to the PBA Investment Options, only the amount of the Contribution, excluding any Credits, is included in the determination of the Benefit Base. When you make a transfer from the IAV to the PBA Investment Options, the amount of any Credits and any applicable Earnings Bonuses that had been applied to the IAV are considered transferred first and are not included in the determination of the Benefit Base. Transfers to the PBA Investment Options do not increase the Benefit Base until an amount equal to the total amount of all Credits (before any earnings thereon) and any applicable Earnings Bonuses that were applied to the IAV have been transferred to the PBA Investment Options. However, Credits and Earnings Bonuses are included in your PBAV. Your PBAV can increase your GMDB Benefit Base as the result of a HAV adjustment. Therefore, Credits and Earnings Bonuses can indirectly increase your GMDB Benefit Base.]

Your IAV is not used for purposes of determining your HAV Benefit Base. If we discontinue transfers and Contributions to the PBA Investment Option, you will not, thereafter, be able to fund or add to the HAV Benefit Base.

III. Highest Anniversary Value Benefit Base

On each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the PBAV is greater than the current HAV Benefit Base, the HAV Benefit Base is reset to equal the PBAV.

IV. Effect of Withdrawals on your Highest Anniversary Value Benefit Base

The HAV Benefit Base will be reduced pro-rata by withdrawals from the PBA Investment Options.

A pro-rata reduction is determined as follows:

- 1) Divide the amount of the withdrawal by your PBAV immediately preceding the withdrawal;
- 2) Multiply the fraction calculated in (1) by the amount of your HAV Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

V. The Cost of This Rider

The charge for this benefit is [0.35%] of the HAV Benefit Base. This charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your PBA Investment Options on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section VI. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity

Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the PBA Investment Options on a pro-rata basis. If there is insufficient value or no value in the PBA Investment Options any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the portion of the Account for Special [Money Market] Dollar Cost Averaging designated for the PBA Investment Options.

VI. Termination Provision of This Rider

This Rider may be terminated on either an automatic or voluntary basis. Automatic Terminations are described in the following paragraphs. Voluntary Terminations are described in the “Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s).”

This Rider will automatically terminate if:

- (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or
- (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit or any benefit available on the Maturity Date, or
- (iii) except as provided below, you change the Owner of the Contract, or
- (iv) you make an assignment of this Contract or any rights under this Contract, or
- (v) termination is required by an endorsement to your Contract, or
- (vi) the Contract terminates, or
- (vii) Spousal Continuation is elected and the surviving spouse is not eligible, based on age, to make Contributions or transfers into the PBA Investment Options, and the PBA has no value, or
- (viii) the PBAV under this Rider falls to zero.

Upon effecting termination of this Rider as described in items (iii) and (iv) of the preceding paragraph, you must then either 1) withdraw your entire PBAV, or 2) transfer your entire PBAV to the IA Investment Options. Once you have terminated this Rider amounts may no longer be allocated to the PBA Investment Options.

In accordance with items (iii) and (iv) above, this Rider will not terminate if any of the following occurs:

- 1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
- 2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. “Family member” means members of the immediate family and other relatives. “Immediate family” means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. “Other relatives” means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

3. You divorce, and a) in accordance with your divorce decree, your former spouse is awarded 100% of the Annuity Account Value under your Contract, and b) your former spouse meets the age requirements for this Rider on the date the Owner/Annuitant under this Contract is changed from you to your former spouse.

[Effect of Termination or Change of this Rider on your Death Benefit]

[Your Death Benefit is terminated automatically when this Rider is terminated. If you wish to change your Death Benefit, you may do so as described in the "Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s)."]

Upon the termination of this Rider, the charge for the Benefit, as shown in Section V. of this Rider, ends.

VII. Special Rules Applicable to your Rider when the Owner is other than an Individual

For Contracts with Joint Owners, a GMDB that would be based on the Owner's age will be based on the age of the older Joint Owner.

For Contracts with Non-Natural Owners, a GMDB that would be based on the Owner's age will instead be based on the age of the Annuitant. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMDB will be based on the age of the older Joint Annuitant.

VIII. Reports

The amount of the Death Benefit will be included on a report sent to you at least once each year until the Maturity Date, as described in Section 9.04 of the Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[

]



Mark Pearson,
Chairman of the Board and Chief Executive Officer]



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER

Highest Anniversary Value to Age [85] GMDB

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is your Contract Date.

I. This Rider's Guaranteed Minimum Death Benefit

Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit ("GMDB") with this flexible premium deferred fixed and variable Annuity Contract as described below.

*The GMDB is derived from a benefit base as described in Section II of this Rider. You must contribute or transfer amounts to the Protected Benefit Account to fund a GMDB Benefit Base in order to receive benefits under this Rider. **The GMDB Benefit Base is used solely to calculate the GMDB described in this Rider and its charge and does not provide a Cash Value or any minimum account value and cannot be withdrawn.***

The GMDB under the Contract will be the Highest Anniversary Value to Age [85] ("HAV") Benefit Base. The Rider describes the operation of the HAV Benefit Base, the Effect of Withdrawals on your Benefit Base, the cost of this Rider and how this Rider may terminate.

Withdrawals from your Protected Benefit Account Value will cause an adjustment to your GMDB Benefit Base as described in Section II. C. of this Rider. The adjustment may be greater than the amount withdrawn.

Your Death Benefit amount under this Rider is determined by comparing the Protection with Investment Performance Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit under this Rider. The Death Benefit under the Contract is equal to the sum of the Death Benefit under this Rider and the Investment Account Value.

Your GMDB Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination provision of this Rider (Section VI.).

[The terms and conditions of a spouse's right to continue this Contract and Rider upon the death of the Owner of this Contract ("Spousal Continuation"), are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

II. Operation of the Guaranteed Minimum Death Benefit

A. Definitions Pertaining to Investment Options and Annuity Account Value

- i. “Annuity Account Value” as defined in Section 1.02 of your Contract means the sum of (i) your “Protected Benefit Account Value” (“PBAV”) and (ii) your “Investment Account Value” (“IAV”).
- ii. “Protected Benefit Account” (“PBA”) is the account which holds (i) the PBA Investment Options and (ii) the portion of the account for Special [Money Market] Dollar Cost Averaging designated for transfers to the PBA Investment Options.
- iii. “PBAV” means the sum of the amounts held for you in the PBA.
- iv. “PBA Investment Options” means the Variable Investment Options available with this GMDB Rider and as shown in the Data Pages.
- v. “Investment Account” is the account which holds (i) the IA Investment Options and (ii) the portion of the account for Special [Money Market] Dollar Cost Averaging designated transfers to the IA Investment Options
- vi. “IAV” means the sum of amounts held for you in the Investment Account.
- vii. “IA Investment Options” means the Variable Investment Options [and the Guaranteed Interest Option] under this Rider.
- viii. “Investment Options” as defined in Section 1.14 of your Contract means (i) the PBA Investment Options and (ii) the IA Investment Options defined above.

B. PBA Funding Date

Your “PBA Funding Date” is the Transaction Date that amounts are first contributed or transferred to the PBA.

C. GMDB Benefit Base

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is also used to determine the cost of this Rider as described in Section V. Your GMDB Benefit Base is funded as of the PBA Funding Date. While this Rider is in effect, once amounts are allocated or transferred to the PBA, they may be transferred only among PBA Investment Options. Additional transfer rules are described in the Data Pages.

Your GMDB Benefit Base is the HAV Benefit Base. Your initial HAV Benefit Base is equal to your initial Contribution or transfer to the PBA. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer from an IA Investment Option to a PBA Investment Option, and the Benefit Base is adjusted for withdrawals. The way we calculate your HAV Benefit Base is described below.

[The following text will appear when a Series CP Contract Owner elects GMIB]

[Any Credits and any applicable Earnings Bonus applied to your Annuity Account Value as provided under your Endorsement Applicable to Credits and Earnings Bonuses are not used for purposes of determining your HAV Benefit Base. When you make a Contribution to the PBA Investment Options, only the amount of the Contribution, excluding any Credits, is included in the determination of the Benefit Base. When you make a transfer from the IA Investment Options to the PBA Investment Options, the amount of any Credits and any applicable Earnings Bonus, that had been applied to the IA Investment Options are considered transferred first and are not included in the determination of the Benefit Base. Transfers to the PBA Investment Options do not increase the Benefit Base until an amount equal to the total amount of all Credits (before any earnings thereon) and any applicable Earnings Bonus that were applied to the IA Investment Options have been transferred to the PBA Investment Options. However, Credits and Earnings Bonuses are included in your PBAV. Your PBAV can increase your GMDB Benefit Base as the result of a HAV adjustment. Therefore, Credits and Earnings Bonuses can indirectly increase your GMDB Benefit Base.]

Your IAV is not used for purposes of determining your HAV Benefit Base. If we discontinue transfers and Contributions to the PBA Investment Options, you will not, thereafter, be able to fund or add to the HAV Benefit Base.

III. Highest Anniversary Value Benefit Base

On each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the PBAV is greater than the current HAV Benefit Base, the HAV Benefit Base is reset to equal the PBAV.

IV. Effect of Withdrawals on your Highest Anniversary Value Benefit Base

The HAV Benefit Base will be reduced by withdrawals from the PBA Investment Options. During each Contract Year, [prior to completion of the Contract Year of your PBA Funding Date,] your HAV GMDB will be reduced on a pro-rata basis.

Thereafter, your HAV Benefit Base will be reduced by the dollar amount of any withdrawal as long as the sum of your withdrawals in that Contract Year does not exceed your Annual Withdrawal Amount (“AWA”), as described in your Guaranteed Minimum Income Benefit (“GMIB”) Rider. Once a withdrawal is made that causes cumulative withdrawals in a Contract Year to exceed your AWA, the portion of that withdrawal that exceeds your AWA and any subsequent withdrawals in that Contract Year will cause a pro-rata reduction of the HAV Benefit Base.

[The following sentence describing required minimum distribution treatment will appear if applicable.] [RMD Withdrawals made under our Automatic Withdrawal Service will reduce the HAV Benefit Base by the dollar amount of such withdrawal.]

Notwithstanding the above two paragraphs, if you terminate your GMIB Rider prior to the termination of this Rider, your HAV Benefit Base will be reduced by all withdrawals, [including any required minimum distribution withdrawals (“RMD Withdrawals”, defined below),] on a pro-rata basis, beginning on the transaction date of the GMIB Rider termination.

[“RMD Withdrawal” means a withdrawal that meets the lifetime required minimum distribution rules under the Code.]

A pro-rata reduction is determined as follows:

- 1) Divide the amount of the withdrawal by your PBAV immediately preceding the withdrawal;
- 2) Multiply the fraction calculated in (1) by the amount of your HAV Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

V. The Cost of This Rider

The charge for this benefit is [0.35%] of the HAV Benefit Base. This charge is based on the HAV Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your PBAV on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section VI. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the PBA Investment Options on a pro-rata basis. If there is insufficient value or no value in the PBA Investment Options any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the portion of the Account for Special [Money Market] Dollar Cost Averaging designated for the PBA Investment Options.

VI. Termination Provision of This Rider

This Rider may be terminated on either an automatic or voluntary basis. Automatic Terminations are described in the following paragraphs. Voluntary Terminations are described in the “Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s).”

This Rider will automatically terminate if:

- (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or
- (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including exercise of GMIB or any benefit available on the Maturity Date, or
- (iii) except as provided below, you change the Owner of the Contract, or
- (iv) you make an assignment of this Contract or any rights under this Contract, or
- (v) termination is required by an endorsement to your Contract, or
- (vi) the Contract terminates, or

- (vii) Spousal Continuation is elected and the surviving spouse is eligible, based on age, to make Contributions or transfers into the PBA Investment Options, and the PBA has no value, or
- (viii) the PBAV under this Rider falls to zero.
- (ix) Upon effecting termination of this Rider as described in items (iii) and (iv) of the preceding paragraph, you must then either 1) withdraw your entire PBAV, or 2) transfer your entire PBAV to the IA Investment Options. Once you have terminated this Rider amounts may no longer be allocated to the PBA Investment Options.

In accordance with items (iii) and (iv) above, this Rider will not terminate if any of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. "Family member" means members of the immediate family and other relatives. "Immediate family" means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. "Other relatives" means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.
3. You divorce, and a) in accordance with your divorce decree, your former spouse is awarded 100% of the Annuity Account Value under your Contract, and b) your former spouse meets the age requirements for this Rider on the date the Owner/Annuitant under this Contract is changed from you to your former spouse.

[Effect of Termination or Change of this Rider on your Death Benefit]

[Your Death Benefit is terminated automatically when this Rider is terminated. If you wish to change your Death Benefit, you may do so as described in the "Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s)."]

Upon the termination of this Rider, the charge for the Benefit, as shown in Section V of this Rider ends.

VII. Special Rules Applicable to your Rider when the Owner is other than an Individual

For Contracts with Joint Owners, a GMDB that would be based on the Owner's age will instead be based on the age of the older Joint Owner.

For Contracts with Non-Natural Owners, a GMDB that would be based on the Owner's age will instead be based on the age of the Annuitant. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMDB will be based on the age of the older Joint Annuitant.

VIII. Reports

The amount of the Death Benefit will be included on a report sent to you at least once each year until the Maturity Date, as described in Section 9.04 of the Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[

]



Mark Pearson,
Chairman of the Board and Chief Executive Officer]



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

[Rider attached to and forming a part of your Contract issued by AXA EQUITABLE LIFE INSURANCE COMPANY ("AXA EQUITABLE").

AXA EQUITABLE LIFE INSURANCE COMPANY
RETURN OF PRINCIPAL DEATH BENEFIT RIDER

GMDB Rider Data

Contract Number: [09-999-999]

GMDB Rider Effective Date: [September 15, 2015]

Owner: [JOHN DOE] Age: [60] Sex: [Male]

[Available only under NQ Contracts]

[JANE DOE] Age: [55] Sex: [Female]
[Joint Owner:]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]

[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

As of this Rider's Effective Date, the information shown above supersedes the information in the Data Pages of your Contract to the extent of any difference.]

AXA EQUITABLE LIFE INSURANCE COMPANY
RETURN OF PRINCIPAL DEATH BENEFIT RIDER

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is [your Contract Date.]

I. This Rider's Guaranteed Minimum Death Benefit

*Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit (GMDB) with this flexible premium deferred fixed and variable Annuity Contract as described below. You must contribute or transfer amounts to the Protected Benefit Account Investment Options to fund a GMDB Benefit Base in order to receive benefits under this Rider. **The GMDB Benefit Base is used solely to calculate the GMDB described in this Rider and does not provide a Cash Value or any minimum account value and cannot be withdrawn.** Withdrawals from your Protected Benefit Account Value will cause an adjustment to your GMDB Benefit Base as described below.*

Your GMDB Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination provision of this Rider (Section III.).

[The terms and conditions of a spouse's right to continue this Contract and Rider upon the death of the Owner of this Contract ("Spousal Continuation"), are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

Definitions Pertaining to Investment Options and Annuity Account Value

- i. "Annuity Account Value" as defined in Section 1.02 of your Contract means the sum of (i) your "Protected Benefit Account Value" ("PBAV") and (ii) your "Investment Account Value" ("IAV").
- ii. "Protected Benefit Account" ("PBA") is the account which holds (i) the PBA Investment Options and (ii) the portion of the account for Special [Money Market] Dollar Cost Averaging designated for transfers to the PBA Investment Options.
- iii. "PBAV" means the sum of the amounts held for you in the PBA.
- iv. "PBA Investment Options" means the Variable Investment Options available with this GMDB Rider and as shown in the Data Pages.

- v. “Investment Account” is the account which holds (i) the IA Investment Options and (ii) the portion of the account for Special [Money Market] Dollar Cost Averaging designated transfers to the IA Investment Options
- vi. “IAV” means the sum of amounts held for you in the Investment Account.
- vii. “IA Investment Options” means the Variable Investment Options [and the Guaranteed Interest Option] under this Rider.
- viii. “Investment Options” as defined in Section 1.14 of your Contract means (i) the PBA Investment Options and (ii) the IA Investment Options defined above.

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is equal to: 1) your initial Contribution and Subsequent Contributions to the PBA Investment Options as described in Part III of your Contract (“Contributions and Allocations”), and 2) amounts transferred, as described in Part IV of your Contract (“Transfers Among Investment Options”) from an IA Investment Option to a PBA Investment Option, less any deductions that reflect withdrawals. While this Rider is in effect, once amounts are allocated or transferred to the PBA Investment Options, they may be transferred only among these Options.

Your Death Benefit amount under this Rider is determined by comparing the Protected Benefit Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit under this Rider. The Death Benefit under the Contract is equal to the sum of the Death Benefit under this Rider and the Investment Account Value.

[The following text will appear when the Contract Owner elects the Extra Credit Contract with this Rider]

[Any Credits and any applicable Earnings Bonuses applied to your Annuity Account Value as provided under your Endorsement Applicable to Credits and Earnings Bonuses are not used for purposes of determining your GMDB Benefit Base. When you make a Contribution to the PBA Investment Options, only the amount of the Contribution, excluding any Credits, is included in the determination of the Benefit Base. When you make a transfer from the IAV to the PBA Investment Options, the amount of any Credits and any applicable Earnings Bonuses that had been applied to the IAV are considered transferred first and are not included in the determination of the Benefit Base. Transfers to the PBA Investment Options do not increase the Benefit Base until an amount equal to the total amount of all Credits (before any earnings thereon) and any applicable Earnings Bonuses that were applied to the IAV have been transferred to the PBA Investment Options. However, Credits and Earnings Bonuses are included in your PBAV.]

Your IAV is not used for purposes of determining your GMDB Benefit Base. If we discontinue transfers and Contributions to the PBA Investment Options, you will not, thereafter, be able to fund or add to the GMDB Benefit Base.

The reduction of your GMDB Benefit Base following a withdrawal is on a pro-rata basis. A pro-rata reduction is determined as follows:

- (1) Divide the amount of the withdrawal by your PBAV immediately preceding the withdrawal;
- (2) Multiply the fraction calculated in (1) by the amount of your GMDB Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

II. The Cost of This Rider

There is no charge for this benefit.

III. Termination Provision of This Rider

This Rider may be terminated on either an automatic or voluntary basis. Automatic Terminations are described in the following paragraphs. Voluntary Terminations are described in the “Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s).”

This Rider will automatically terminate if:

- (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or
- (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including exercise of GMIB or any benefit available on the Maturity Date, or
- (iii) except as provided below, you change the Owner of the Contract, or
- (iv) you make an assignment of this Contract or any of the rights under this Contract, or
- (v) termination is required by an endorsement to your Contract, or
- (vi) the Contract terminates, or
- (vii) Spousal Continuation is elected and the surviving spouse is not eligible, based on age, to make Contributions or transfers into the PBA Investment Options, and the PBA has not value, or
- (viii) the PBAV under this Rider falls to zero.

Upon effecting termination of this Rider as described in items (iii) and (iv) of the preceding paragraph, you must then either 1) withdraw your entire PBAV, or 2) transfer

your entire PBAV to the IA Investment Options. Once you have terminated this Rider amounts may no longer be allocated to the PBA Investment Options.

In accordance with items (iii) and (iv) above, this Rider will not terminate if any of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. "Family member" means members of the immediate family and other relatives. "Immediate family" means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. "Other relatives" means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.
3. You divorce, and a) in accordance with your divorce decree, your former spouse is awarded 100% of the Annuity Account Value under your Contract, and b) your former spouse meets the age requirements for this Rider on the date the Owner/Annuitant under this Contract is changed from you to your former spouse.

[Effect of Termination of this Rider on your Death Benefit]

The effect of termination of this Rider on your Death Benefit is described in the "Endorsement Applicable to Termination of an Optional Guaranteed Income Benefit and or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s)." Your Death Benefit is terminated automatically when this Rider is terminated].

IV. Reports

The amount of the Death Benefit will be included on a report sent to you at least once each year until the Maturity Date, as described in Section 9.04 of the Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Mark Pearson,
Chairman of the Board and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General
Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT
APPLICABLE TO THE TERMINATION OF
AN OPTIONAL GUARANTEED MINIMUM INCOME BENEFIT AND/OR
THE TERMINATION OR CHANGE OF
AN OPTIONAL GUARANTEED MINIMUM DEATH BENEFIT RIDER(S)

This Endorsement is part of your Contract, and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

As described in your Guaranteed Minimum Income Benefit (“GMIB”) and/or Guaranteed Minimum Death Benefit (“GMDB”) Rider(s), you may elect to terminate or change such Rider(s) after issue of this Contract. The following tables illustrate the options available if you decide to terminate or change your optional benefits. The terms and conditions for termination or change vary based on whether or not you have allocated amounts to the Protected Benefit Account prior to terminating your Rider(s). For purposes of this Endorsement we refer to (i) the termination of a Rider before amounts are allocated to the Protected Benefit Account as a “Pre-Funding Termination” and (ii) the termination or change of a Rider after amounts are allocated to the Protected Benefit Account as a “Post-Funding Termination.”

Pre-Funding Termination of the GMIB/GMDB

Prior to allocating amounts to the Protected Benefit Account, you may terminate your GMIB or GMDB, or change your GMDB. Your GMDB cannot be terminated or changed without first terminating your GMIB unless you have elected the “Greater of” GMDB Rider in combination with the GMIB Rider and there is a Rider Charge change for only the “Greater of” GMDB Rider. In such an event, you may terminate or change your “Greater of” GMDB Rider as described therein without terminating your GMIB Rider. A pre-funding termination of *all* elected optional riders will default your Contract to the Return of Principal GMDB. The table on page 2 of this Endorsement shows the effect of a pre-funding termination or change on your Contract.

Post-Funding Termination of the GMIB/GMDB

[Applicable to B, CP and L Share Contracts]

[If you allocate amounts to the Protected Benefit Account at issue and all Withdrawal Charges have expired under your Contract, you may terminate your GMIB and GMDB or terminate your GMIB and retain your GMDB. If you allocated amounts to your Protected Benefit Account after issue, you may not terminate or change Riders until the later of (i) expiration of Withdrawal Charges under your Contract and (ii) the Contract Date Anniversary following such allocation. The table on page 3 shows the effect of a post-funding termination or change on your Contract.]

Notwithstanding the previous paragraph, if you have elected the “Greater of” GMDB Rider in combination with the GMIB Rider and there is a Rider Charge change for only the “Greater of” GMDB Rider, you may terminate your “Greater of” GMDB Rider as described therein without terminating your GMIB Rider.

Key: For purposes of the tables that follow, the following abbreviations apply:

1. “**GMIB**” = Guaranteed Minimum Income Benefit
2. “**GMDB**” = Guaranteed Minimum Death Benefit
3. “**ROP**” = Return of Principal
4. “**HAV**” = Highest Anniversary Value

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Mark Pearson,
Chairman of the Board and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

Effect of Pre-Funding Termination of the GMIB/GMDB

	If your Contract has:	And you terminate on a Pre-Funding Basis	Then	And Subsequently
1.	<ul style="list-style-type: none"> ▪ GMIB <i>and</i> ▪ ROP GMDB 	GMIB	<ul style="list-style-type: none"> ▪ ROP GMDB remains effective on your Contract or ▪ ROP GMDB can be changed for the HAV GMDB. 	<ul style="list-style-type: none"> ▪ You may terminate the ROP GMDB post-funding at a later date. ▪ If ROP GMDB was changed for the HAV GMDB, the HAV GMDB can be terminated either pre- or post-funding at a later date.
2a.	<ul style="list-style-type: none"> ▪ GMIB <i>and</i> ▪ HAV GMDB 	GMIB	<ul style="list-style-type: none"> ▪ HAV GMDB remains effective on your Contract (<i>withdrawals will become pro-rata</i>) or ▪ The HAV GMDB can be changed for the ROP GMDB. 	<ul style="list-style-type: none"> ▪ You may terminate the HAV GMDB pre or post-funding at a later date. ▪ If the HAV GMDB was changed for the ROP GMDB, the ROP GMDB can only be terminated post-funding.
2b.	<ul style="list-style-type: none"> ▪ GMIB <i>and</i> ▪ HAV GMDB 	Both benefits	<ul style="list-style-type: none"> ▪ The ROP GMDB becomes effective on your Contract. 	<ul style="list-style-type: none"> ▪ The ROP GMDB can only be terminated post-funding.
3a.	<ul style="list-style-type: none"> ▪ GMIB <i>and</i> ▪ “Greater of” GMDB 	GMIB	<ul style="list-style-type: none"> ▪ The ROP GMDB becomes effective on your Contract <i>unless...</i> ▪ ...You elect the HAV GMDB 	<ul style="list-style-type: none"> ▪ You may terminate the ROP GMDB post-funding at a later date. ▪ If the HAV GMDB is elected, it can be terminated either pre or post-funding at a later date.
3b.	<ul style="list-style-type: none"> ▪ GMIB <i>and</i> ▪ “Greater of” GMDB 	Both benefits	<ul style="list-style-type: none"> ▪ The ROP GMDB becomes effective on your Contract <i>unless</i> ▪ You elect the HAV GMDB 	<ul style="list-style-type: none"> ▪ You may terminate the ROP GMDB post-funding at a later date. ▪ If the HAV GMDB is elected, it can be terminated either pre or post-funding at a later date.
3c.	<ul style="list-style-type: none"> ▪ GMIB <i>and</i> “Greater of” GMDB 	“Greater of” GMDB	<ul style="list-style-type: none"> ▪ You may change your GMDB to the HAV GMDB. If you do not make a change, the ROP GMDB becomes effective on your Contract 	<ul style="list-style-type: none"> ▪ You may terminate the ROP GMDB post-funding at a later date. ▪ If the HAV GMDB is elected, it can be terminated either pre or post-funding at a later date.
4.	<ul style="list-style-type: none"> ▪ ROP GMDB 	N/A	<ul style="list-style-type: none"> ▪ The ROP GMDB can only be terminated post-funding. 	N/A
5.	<ul style="list-style-type: none"> ▪ HAV GMDB 	HAV GMDB	<ul style="list-style-type: none"> ▪ The ROP GMDB becomes effective on your Contract. 	<ul style="list-style-type: none"> ▪ The ROP GMDB can only be terminated post-funding.

A pre-funding termination of the GMIB without also terminating the GMDB will provide you with a “standalone” GMDB. If the GMDB is changed after terminating the GMIB, a replacement GMDB rider will be mailed to you.

Post-Funding Termination of the GMIB/GMDB

	If Contract has	And you terminate on a Post-Funding Basis	Then	And Subsequently
1a.	<ul style="list-style-type: none"> ▪ GMIB <i>and</i> ▪ ROP GMDB 	GMIB	<ul style="list-style-type: none"> ▪ ROP GMDB remains effective on your Contract. 	<ul style="list-style-type: none"> ▪ You may terminate the ROP GMDB at a later date by making a withdrawal/one time transfer.
1b.	<ul style="list-style-type: none"> ▪ GMIB <i>and</i> ▪ ROP GMDB 	Both benefits	<ul style="list-style-type: none"> ▪ You may make a one time transfer from the Protected Benefit Account to the Investment Account or withdraw the Protected Benefit Account Value. 	N/A
2a.	<ul style="list-style-type: none"> ▪ GMIB <i>and</i> ▪ HAV GMDB 	GMIB	<ul style="list-style-type: none"> ▪ HAV GMDB remains effective on your Contract. (<i>Withdrawals will become pro-rata.</i>) 	<ul style="list-style-type: none"> ▪ You may terminate the HAV GMDB at a later date by making a withdrawal/one time transfer.
2b.	<ul style="list-style-type: none"> ▪ GMIB <i>and</i> ▪ HAV GMDB 	Both benefits	<ul style="list-style-type: none"> ▪ You may make a one time transfer from the Protected Benefit Account to the Investment Account or withdraw the Protected Benefit Account Value. 	N/A
3a.	<ul style="list-style-type: none"> ▪ GMIB <i>and</i> ▪ “Greater of” GMDB 	GMIB	<ul style="list-style-type: none"> ▪ The ROP GMDB becomes effective on your Contract. ▪ The value of your new GMDB will be all contributions/transfers to the Protected Benefit Account adjusted for withdrawals on a pro rata basis. 	<ul style="list-style-type: none"> ▪ You may terminate the ROP GMDB at a later date.
3b.	<ul style="list-style-type: none"> ▪ GMIB <i>and</i> ▪ “Greater of” GMDB 	Both benefits	<ul style="list-style-type: none"> ▪ You may make a one time transfer from the Protected Benefit Account to the Investment Account or withdraw the Protected Benefit Account Value. 	N/A
3c.	<ul style="list-style-type: none"> ▪ GMIB <i>and</i> ▪ “Greater of” GMDB 	“Greater of” GMDB	<ul style="list-style-type: none"> ▪ The ROP GMDB becomes effective on your Contract 	<ul style="list-style-type: none"> ▪ You may terminate the ROP GMDB post-funding only.
4.	<ul style="list-style-type: none"> ▪ ROP GMDB 	ROP GMDB	<ul style="list-style-type: none"> ▪ You may make a one time transfer from the Protected Benefit Account to the Investment Account or withdraw the Protected Benefit Account Value. 	N/A

5.	<ul style="list-style-type: none"> HAV GMDB 	HAV GMDB	<ul style="list-style-type: none"> You may make a one time transfer from the Protected Benefit Account to the Investment Account or withdraw the Protected Benefit Account Value. 	N/A

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO THE ASSET TRANSFER PROGRAM (“ATP”)

This Endorsement is issued with your Guaranteed Minimum Income Benefit Rider and is part of your Contract; its provisions apply instead of any Contract provisions to the contrary.

This Endorsement amends Part II (“Investment Options”), Part III (“Contributions and Allocations”) and Part IV (“Transfers Among Investment Options”) of your Contract.

In this Endorsement “we”, “our” and “us” mean AXA Equitable Life Insurance Company, and “you” and “your” mean the Owner.

This endorsement governs transfers to and from the **ATP Investment Option** as described below.

I. Applicability of this ATP Endorsement

Because you have the Guaranteed Minimum Income Benefit Rider (“GMIB Rider”), you are subject to the Asset Transfer Program (ATP) described below. Under the ATP, we will transfer amounts between your Protected Benefit Account (“PBA”) Investment Options and the ATP Investment Option. You cannot contribute or transfer amounts to the ATP Investment Option.

II. Definitions

- A. ATP Investment Option:** The ATP Investment Option is the [AXA Ultra Conservative Strategy] unless we substitute a different Investment Option as provided below in Section III E.
- B. ATP Transfer:** A transfer to or from the ATP Investment Option as a result of the ATP Formula and Transfer Amount Formula described below.
- C. ATP Year:** The first ATP Year is the Contract Year in which your PBA is first funded. You fund your PBA by allocating amounts through a Contribution or transfer to the PBA Investment Options.
- D. ATP Year Anniversary:** The ATP Year Anniversary for each ATP Year corresponds to your Contract Date Anniversary.
- E. Contract Monthiversary:** Contract Monthiversary means the same date of the month as the Contract Date.

- F. Valuation Day:** A Valuation Day occurs on each Contract Monthiversary. The first Valuation Day is on the Contract Monthiversary immediately following the PBA Funding Date. On each Valuation Day we calculate and determine, based on the ATP Formula and Transfer Amount Formula described below, whether an ATP Transfer is required. If the Contract Monthiversary is not a Business Day, the Valuation Day will be on the next Business Day. For Contracts with a Contract Date after the [28th] day of any month, the Valuation Day will be on the first Business Day of the following month. In the [twelfth] month of the Contract Year, the Valuation Day will be on the Contract Date Anniversary. When the Valuation Day is a Contract Date Anniversary and the Contract Date Anniversary occurs on a day other than a Business Day, the Valuation Day will be the Business Day immediately preceding the Contract Date Anniversary.

III. Terms and Conditions

We determine on each Valuation Day whether to make a transfer, and the amount of any transfer, based on the non-discretionary formulas set forth below. The formulas monitor the relationship between the PBAV and the GMIB Benefit Base.

- A. ATP Formula:** The ATP Formula is designed to monitor the ratio between amounts in the PBA and the GMIB Benefit Base. The ATP Formula described below produces the Contract Ratio on each Valuation Day. The Contract Ratio formula is:

$$\text{Contract Ratio} = 1 - (\text{PBAV} / \text{GMIB BB})$$

where:

PBAV = your PBAV on the Valuation Day, and
GMIB BB = your GMIB Benefit Base on the Valuation Day including any prorated Rollup Amount, as described in [Part II] of your GMIB Rider.

Transfer Points: The Contract Ratio is compared to the transfer points described below to determine whether an ATP Transfer is required.

- On the first day of the first ATP Year, the Minimum Transfer Point is [10%] and the Maximum Transfer Point is [30%].
- Beginning on the first ATP Year Anniversary, the Minimum and Maximum Transfer Points are each increased by [2%] on each ATP Year Anniversary until the [20th] ATP Year Anniversary.
- On and after the [20th] ATP Year Anniversary, the Minimum Transfer Point is [50%] and the Maximum Transfer Point is [70%] for the life of the Contract.

The Transfer Points on each Valuation Day during an ATP Year before the [20th] ATP Year Anniversary are increased by [2%] divided by 12 from the previous Valuation Day.

Effect of Subsequent Contributions and Transfers on the ATP Year

On the Transaction Date of a subsequent Contribution or transfer into the PBA, the ATP Year of your Contract may be adjusted to reflect the weighted average age of Contributions and transfers to the PBA in relation to the GMIB Benefit Base on the day prior to the Contribution/transfer. This is referred to as a “setback” adjustment. The ATP Year Setback, which is used to determine the ATP Year, is rounded to the nearest whole year.

ATP Year = ATP Year at BCY – ATP Year Setback, where:

$$\text{ATP Year Setback} = \frac{(\text{ATP Year at BCY} - 1) * \text{Total Contract Year to date Contributions \& Transfers}}{\text{GMIB Benefit Base}}$$

where:

ATP Year at BCY = ATP Year at beginning of Contract Year

Total Contract Year-to-date Contributions & Transfers = Contract Year-to-date Contribution(s)/transfer(s) to the PBA as of the date prior to the Transaction Date of the ATP Year setback calculation + Contribution(s)/transfer(s) to the PBA on the Transaction Date of the ATP Year setback calculation.

GMIB Benefit Base = The value of the GMIB Benefit Base including the prorated Rollup Amount as of the date prior to the Transaction Date of the ATP Year setback calculation + Contribution(s) and transfer(s) to the PBA on the Transaction Date of the of the ATP Year setback calculation.

When the ATP Year is set back, the current month of the ATP Year always corresponds to the month of the Contract Year. There is no setback in the Contract Year of your PBA Funding Date. The minimum ATP Year is ATP Year 1.

Appendix 1 to this Endorsement shows the Transfer Points applicable to each ATP Year under the Contract.

On any Valuation Day, transfers into or out of the ATP Investment Option may be triggered as follows:

1. If the Contract Ratio on the Valuation Day is equal to or greater than the Maximum Transfer Point, 100% of the PBAV that is not invested in the Special [Money Market] DCA Account and ATP Investment Option is transferred into the ATP Investment Option.
2. If the Contract Ratio on the Valuation Day exceeds the Minimum Transfer Point but is less than the Maximum Transfer Point, amounts may transfer either into or out of the ATP Investment Option, in accordance with the Transfer Amount Formula, depending on how much is already in the ATP Investment Option and amounts designated to the PBA Investment Options from the Special [Money Market] DCA Account.
3. If the Contract Ratio on the Valuation Day is equal to or less than the Minimum Transfer Point, any Annuity Account Value in the ATP Investment Option will be transferred out.

B. Transfer Amount Formula

On your PBA Funding Date, no amounts are allocated to the ATP Investment Option. The Transfer Amount Formula calculates the amount that must be transferred into or out of the ATP Investment Option.

For purposes of the ATP Transfer Amount Formula described below, amounts allocated to the Special [Money Market] Dollar Cost Averaging Account (“Special [Money Market] DCA Account”) that are designated for the PBA Investment Options are considered to be in a fixed investment option, and, as a result, are excluded from amounts transferred into the ATP Investment Option.

The Transfer Amount Formula applies a three step calculation.

Step 1: Determine the ATP %. The Transfer Amount Formula first determines the target percentage of the PBAV that must be in the ATP Investment Option after the ATP Transfer as follows:

$$\text{ATP}\% = \frac{\text{Contract Ratio} - \text{Minimum Transfer Point}}{\text{Maximum Transfer Point} - \text{Minimum Transfer Point}}$$

where

ATP% = The required percentage of the PBAV in the ATP Investment Option and the Account for Special [Money Market] Dollar Cost Averaging designated for the PBA after the ATP Transfer. This calculation has a 0% floor and a 100% cap.

Contract Ratio = The Contract Ratio calculated on the Valuation Day.

Minimum Transfer Point = The Minimum Transfer Point on the Valuation Day.

Maximum Transfer Point = The Maximum Transfer Point on the Valuation Day.

Step 2: Determine the Required Amount: Then, the required amount in the ATP Investment Option after the ATP Transfer is determined as follows:

ATP Amount = (ATP% * PBAV) - amount in Special [Money Market] Dollar Cost Averaging Account designated for the PBA Investment Options.

The ATP Amount cannot be less than zero dollars.

Step 3: Determine the Transfer Amount: Finally, the Transfer Amount Formula determines the Transfer Amount as follows:

Transfer Amount = (ATP Amount) – (Amount currently in ATP Investment Option)

The Transfer Amount is the amount that may be transferred either into or out of the ATP Investment Option.

If the Transfer Amount is positive and meets a minimum transfer threshold, it will be transferred into the ATP Investment Option. If the Transfer Amount is negative and meets a minimum transfer threshold, it will be transferred out of the ATP Investment Option.

The Minimum Transfer Threshold is the greater of (i) [1%] of PBAV or (ii) [\$1,000]. If the Transfer Amount is less than the Minimum Transfer Threshold, the ATP Transfer will not be processed. If the Transfer Amount is greater than or equal to the Minimum Transfer Threshold, the ATP Transfer will be processed. The minimum transfer threshold will not apply if 100% of the AAV is being transferred between the ATP Investment Option and the other Variable Investment Options.

C. How the Transfer Amount is Reallocated under an ATP Transfer and the ATP Exit Option

ATP Transfers into the ATP Investment Option will be transferred pro rata out of the PBA Investment Options. No amounts will be transferred out of the Special [Money Market] DCA Account.

ATP Transfers out of the ATP Investment Option will be allocated among the PBA Investment Options that are included in the Allocation Instructions on file. No amounts will be allocated to the Special [Money Market] DCA Account.

D. Effect of Subsequent Contributions and Transfers

In addition to being subject to the ATP Setback Formula described in Section III A, if a subsequent contribution or transfer to the PBA is processed on a Valuation Day, it will be subject to the ATP Formula and the Transfer Amount Formula on that day. If a subsequent contribution is processed between Valuation Days, the amount contributed will become subject to the ATP Formula and the Transfer Amount Formula on the upcoming Valuation Day.

E. Right to Substitute an Investment Option for the ATP Investment Option

The following text is added to Section 2.04 of your Contract: We may substitute another Investment Option for the ATP Investment Option that has a different name or investment manager provided it has a similar investment policy.

F. ATP Exit Option

[After the Contract Year in which the PBA Funding Date occurs], [once] each [ATP Year] until the Contract Date Anniversary following your [95th] birthday, you may request a transfer out of the ATP Investment Option of your entire balance held in the ATP Investment Option. A partial transfer out of the ATP Investment Option is not permitted. If we receive an ATP Exit Option request on a Valuation Day, we will process that request on the following Business Day. If there are no amounts in the ATP Investment Option on the day we receive your ATP Exit Option request or on the following Business Day if the day we receive your request was a Valuation Day, we will not process your request and it will not count towards your allowance of [one] ATP Exit Option request per [ATP Year].

When your ATP Exit Option request is processed, the GMIB Benefit Base may be reduced to the New Benefit Base ("New BB") if required by the following formula:

$$\text{New BB} = \frac{(1 - [3\%]) \times \text{PBAV}}{(1 - \text{Min Transfer Point} + \text{Rider Charge})} - \text{Prorated Rollup Amount net of withdrawals}$$

where

New BB = The new value to which the GMIB Benefit Base, GMDB Rollup Benefit Base and the GMDB Highest Anniversary Value Benefit Base, if applicable, will be adjusted to if this value is less than the current value of the respective Benefit Bases.

PBAV = PBAV as of the day prior to an ATP Exit Option Transfer.

Min Transfer Point = The Minimum Transfer Point as of the next Valuation Day.

Rider Charge = The sum of the Rider Charge percentages for both the GMIB and GMDB Benefits.

Prorated Rollup Amount net of Withdrawals = Prorated Rollup Amount from the last Contract Date Anniversary to the next Valuation Day + Prorated Rollup Amount for contribution(s) and transfer(s) in that Contract Year as of the next Valuation Day – Contract Year to Date Withdrawals up to the Annual Withdrawal Amount. The Prorated Rollup Amount net of Withdrawals will not be less than zero.

If the GMIB Benefit Base is adjusted, there is no effect on the Deferral Bonus Rollup Amount, the Annual Rollup Amount and the Annual Withdrawal Amount until the next Contract Date Anniversary.

G. Effect of Withdrawals

We will subtract your withdrawals on a pro-rata basis from your PBA Investment Options (including any amounts allocated to the ATP Investment Option). If there is insufficient value or no value in the PBA Investment Options (including any amounts allocated to the ATP Investment Option), any additional amount of the withdrawal required or the total amount of the withdrawal will be withdrawn from the Account for Special [Money Market] DCA.

H. Termination of this Endorsement

Upon termination of your GMIB Rider, this endorsement will terminate. If you terminate your GMIB and GMDB Riders at the same time, amounts in your ATP Investment Option will be allocated among the IA Investment Options that are included in the Allocation Instructions on file. No amounts will be allocated to the Special [Money Market] DCA Account.

We may terminate this Endorsement and the limitations provided under it at any time. If we terminate this Endorsement we will provide advance written notice to you.

If this endorsement terminates and your GMDB is not terminated, any amounts in the ATP Investment Option will be reallocated among your PBA Investment Options as described in Section III C.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Mark Pearson,
Chairman of the Board and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

Appendix 1 –Transfer Points for each ATP Year under your Contract

[

ATP Year Anniversary	Min Transfer Point	Max Transfer Point	ATP Year Anniversary	Min Transfer Point	Max Transfer Point
First day of First ATP Year	10%	20%	11th	32%	42%
1st	12%	22%	12th	34%	44%
2nd	14%	24%	13th	36%	46%
3rd	16%	26%	14th	38%	48%
4th	18%	28%	15th	40%	50%
5th	20%	30%	16th	42%	52%
6th	22%	32%	17th	44%	54%
7th	24%	34%	18th	46%	56%
8th	26%	36%	19th	48%	58%
9th	28%	38%	20th	50%	60%
10th	30%	40%	and later		

]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO CREDITS and EARNINGS BONUSES

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Endorsement which are introduced below. In this Endorsement, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Endorsement" means this Endorsement.

The Effective Date of this Endorsement is your Contract Date.

Subject to the terms and conditions of this Endorsement, this Contract provides for an amount, referred to as a "Credit," to be allocated to your Annuity Account Value (AAV) on the Transaction Date of each Contribution and an Earnings Bonus, if applicable, on the Contract Date Anniversary, under this flexible premium deferred fixed and variable Annuity Contract as described below. For purposes of this Endorsement, a "subsequent Contribution" is any Contribution after the initial Contribution.

Credits and Earnings Bonuses

Credit: Each Credit is a percentage of the Contribution to which it relates. Each Credit is allocated pro rata to the Investment Options in the same proportions as the Contribution to which it relates. If you exercise your right to cancel this Contract (as described on the Contract's cover page) the amount payable will be reduced by the amount of the Credit. However, the amount payable will reflect any investment gain or loss applicable to the Credit.

[The applicable *Credit Percentage* under your Contract is [3%.]

Earnings Bonus: An amount equal to the Earnings Bonus applicable percentage under your Contract multiplied by your annual Investment Performance Gains will be added to your AAV on each Contract Date Anniversary when your AAV on any such Contract Date Anniversary exceeds your Account Value Peak. This is your annual Earnings Bonus.

Your initial Account Value Peak is equal to your initial Contribution on the Contract Date plus any applicable Credit. Thereafter, your Account Value Peak is increased by any subsequent Contributions, plus any applicable Credits on those Contributions. Your Account Value Peak is not reduced by withdrawals. On each Contract Date Anniversary, your annual Investment Performance Gains are determined by comparing your AAV to your Account Value Peak. If your Account Value Peak exceeds your AAV, you have no Investment Performance Gains and no Earnings Bonus will be applied to your AAV. If your AAV exceeds your Account Value Peak, your Investment Performance Gains will equal your AAV minus your current Account Value Peak and your AAV will be increased by an Earnings Bonus. Your new Account Value Peak will then equal your increased AAV.

Your Earnings Bonus is allocated between your IA and your PBA based on the percentage of AAV in each account. Amounts are then allocated to the Investment Options based on your allocation instructions on file. If the IA has amounts allocated to it and we have no allocation instructions on file for such Account, we will allocate amounts to the Investment Options therein based on the respective amounts in the IA Investment Options on the Transaction Date.

The applicable *Earnings Bonus percentage* under your Contract is [3]%.

Conditions Relating to Credits and Earning Bonuses

1. The Earnings Bonuses applied to your Annuity Account Value as a result of your annual Investment Performance Gains is not subject to recovery.
2. Credits and Earnings Bonuses are not applied to the Benefit Base under any optional Rider except to the extent that your PBAV is reflected in your Benefit Base by a ratchet or reset thereof.
3. The amount applied to an Annuity Benefit will be reduced by any Credits applicable to subsequent Contributions made during the [three years] immediately preceding the Transaction Date amounts are applied to an Annuity Benefit.
4. The Transaction Date on which amounts are applied to an Annuity Benefit may not be earlier than the [fifth Contract Date Anniversary.]
5. A Credit will apply to a subsequent Contribution only to the extent that the sum of that Contribution and prior Contributions to which no Credit was applied exceeds the sum of all withdrawals under your Contract.
6. If a Death Benefit is payable as described in Section 6.02 of the Contract and any applicable Endorsement or Rider, during the [twelve month] period beginning with your date of death, following our receipt of a Contribution to which a Credit was applied, such Credit will be deducted on a pro rata basis from the AAV in the Variable Investment Options and the Guaranteed Interest Option. This deduction will occur on the Payment Transaction Date. If there is more than one Beneficiary under the Contract, the date of receipt of due proof and other beneficiary requirements first received by us from a Beneficiary is the date we deduct such Credit. For the purpose of any Death Benefit provision of your Contract that compares the AAV with any other applicable Death Benefit, including any optional rider(s), the AAV used in the comparison will reflect a reduction equal to the amount of such Credit. Credits are deducted from the AAV before any such comparison is made.

7. We reserve the right to not pay a Credit on any amount transferred from a Prior Contract.

[

A handwritten signature in black ink, appearing to read "M. Pearson".

Mark Pearson,
Chairman of the Board and Chief Executive Officer]

[

A handwritten signature in black ink, appearing to read "Karen Field Hazin".

Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO NON-QUALIFIED CONTRACTS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

The Effective Date of this Endorsement is your Contract Date.

1. PART I - DEFINITIONS

*The following definition is added: **SECTION 1.15A JOINT ANNUITANT:***

“Joint Annuitant” means the individual specified as such in the Data Pages. The Joint Annuitant must be the spouse of the Annuitant on the Contract Date.

*The following is added at the end of the definition of **OWNER:***

If a joint owner (“Joint Owner”) is shown in the Data Pages, the Owner and Joint Owner possess an undivided interest in the rights of the entire Contract and must act jointly in exercising any ownership rights. Except for purposes of “Owner Death Distribution Rules” or as otherwise indicated, any reference to “you” and “your” in the Contract will apply to both the Owner and the Joint Owner.

2. The following is added to **PART VI – PAYMENT UPON DEATH before **SECTION 6.01 BENEFICIARY:****

Where a Contract is owned by a Non-Natural Owner, any applicable Death Benefit will be based on the death of the Annuitant. Where a Joint Annuitant is named under such a Contract, any applicable Death Benefit will be based on the death of the older Joint Annuitant. For purposes of this section, “you” refers to the Annuitant or older Joint Annuitant, if applicable, when describing the effect of death under a Contract owned by a Non-Natural Owner. If the younger Joint Annuitant dies before the older Joint Annuitant, a Death Benefit is not payable and the Contract continues. Where a Joint Annuitant is named under the Contract, upon the death of one of the Joint Annuitants, the Contract continues with the single remaining Annuitant. If the Joint Annuitants are the same age and share the same birth date, the Annuitant will be deemed to be the older Joint Annuitant for this purpose.

Where a Contract is jointly owned, a Death Benefit is payable at the death of the older Joint Owner. For purposes of this section, “you” refers to the older Joint Owner when describing the effect of death under a Contract jointly owned. If the Joint Owners are the same age and share the same birth date, the Owner will be deemed to be the older Joint Owner for this purpose.

3. PART VI - PAYMENT UPON DEATH

*The following is added at the end of **SECTION 6.01 BENEFICIARY:***

Where a Contract is owned by a Non-Natural Owner which is a Living Trust, upon the death of the named Annuitant, a Death Benefit is payable. At the time of the Annuitant's death, if the Annuitant's spouse is the sole beneficiary of the trust, the trustee as Owner of the Contract may request that the spouse be substituted as Annuitant as of the date of the original Annuitant's death. No further change of Annuitant will be permitted. Where a Joint Annuitant is named under such a Contract, any applicable Death Benefit will be based on the death of the older Joint Annuitant. At the time of the older Joint Annuitant's death, a death benefit is payable and the trustee as Owner of the Contract may request that the surviving Annuitant continue the Contract. If the younger Joint Annuitant dies before the older Joint Annuitant, a Death Benefit is not payable and the Contract continues. A Living Trust is a trust that meets the following conditions: (i) it is revocable at any time by the grantor, (ii) the grantor has exclusive control of the trust, (iii) no person other than the grantor has any interest in the trust during the grantor's lifetime, and (iv) the grantor's spouse is the sole beneficiary of the trust.

If a Contract is jointly owned, the surviving Joint Owner will be deemed the Beneficiary, superseding any other Beneficiary designation.

If a Contract has a Non-Natural Owner and Joint Annuitants, the surviving Joint Annuitant will be deemed to be the Beneficiary superseding any other Beneficiary designation.

4. PAYMENT UPON DEATH

The following is added at the end of **SECTION 6.02 PAYMENT UPON DEATH** *(References in this Section to Protected Benefit Account ("PBA") and Protected Benefit Account Value ("PBAV") apply herein only if your Contract has been issued with a guaranteed benefit rider.):*

If the Owner and Annuitant are different individuals, at the death of the Annuitant, the Owner becomes the new Annuitant and the Contract continues. No Death Benefit is payable until after the Owner's death. If the Contract is jointly owned and the Annuitant is not either of the two Owners, at the death of the Annuitant, the older Owner will become the Annuitant if the Owners do not designate a new Annuitant. Where a Joint Annuitant is named under the Contract, upon the death of one of the Joint Annuitants, the Contract continues with the single remaining Annuitant. Where a Joint Annuitant is named under the Contract and both Annuitants die, then provisions of the first three sentences of this paragraph become operative.

OWNER DEATH DISTRIBUTION RULES UNDER SECTION 72(S) OF THE CODE - Overview

Section 72(s) of the Code requires that where any annuity contract owner dies on or after the annuity starting date and before the entire interest in the annuity contract has been distributed, the remaining portion of the interest must be distributed at least as rapidly as under the method of distribution being used as of the date of death. Section 72(s) of the Code also requires that where any annuity contract owner dies before the annuity starting date, the entire interest in the annuity contract must be distributed within five years after the owner's death as described in Section 72(s)(1)(B) of the Code. For purposes of this Endorsement, this is called the "Five Year Rule". If the beneficiary is an individual, in the alternative, payments must begin within one year after the owner's death as a life annuity or installment option for a period of not longer than the life expectancy of the individual beneficiary as described in Section 72(s)(2) of the Code. For purposes of this Endorsement, this is called the "One Year Rule". However, if the beneficiary is the owner's surviving spouse, no payments of the owner's interest in the annuity contract are required until after the surviving spouse's death. If the owner is non-natural, then the death of the annuitant triggers the required payment. Where a Joint Annuitant is named under a Contract with a Non-Natural Owner, any applicable Death Benefit will be based on the death of the older Joint Annuitant as described in Sections 2 and 3 of this Endorsement.

Owner Death Distribution Rules--Contract Continuation

Under any of the following circumstances, if you die before the Maturity Date, the Death Benefit described in Section 6.02, if applicable, will not be paid in a single sum and the Contract will continue as described in subsections (1) through (5) below, whichever is applicable.

(1) Single Owner Contract with a Non-Spousal Beneficiary(ies)

Upon the death of the Owner, a Death Benefit is payable. Unless a different rule applies under an optional benefit rider or benefit election, the PBAV of the Contract will be reset, as of the Payment Transaction Date, to equal the greater of (i) the PBAV or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of the PBAV will be allocated in accordance with the current allocation instructions on file for the PBA. Any Guaranteed Minimum Death Benefit is terminated along with any applicable charges. No additional Contributions may be made to the Contract.

[The following text will appear only for Single Owner Contracts with a Non-Spousal Beneficiary Continuation and an optional rider has been elected.]

[The effect of death on any optional rider for a Single Owner Contract with a Non-Spousal Beneficiary is shown in “Effect of Death on any Applicable Optional Rider”, Attachment A, to this Endorsement.]

If the Death Benefit is paid in the form of an Annuity Benefit the One Year Rule applies. Alternatively, the Beneficiary may elect an option to continue the Contract under the terms of the “NQ Beneficiary Continuation Option” described below in this Section. A Beneficiary must submit a timely claim with all Beneficiary Requirements in order to preserve the right to any payment or continuation option.

If the Beneficiary does not elect an annuity option as described in item 4 of this Endorsement, in order to continue the Contract under either the One Year Rule or the Five Year Rule, the Beneficiary must affirmatively elect the “NQ Beneficiary Continuation Option” discussed below.

If the Beneficiary neither (i) elects an annuity option as described in item 4 of this Endorsement or (ii) affirmatively elects the NQ Beneficiary Continuation Option discussed below, we will pay all amounts under the Contract no later than the fifth anniversary after your death.

(2) Single Owner Contract - Spousal Continuation

When the Owner dies, a Death Benefit is payable. If you are married at the time of your death and the only person named as your primary Beneficiary under Section 6.01 is your surviving spouse and your surviving spouse elects Spousal Continuation under your Contract, then no Death Benefit will be distributed under the Contract until after your surviving spouse’s death. To elect Spousal Continuation your surviving spouse must be age [85] or younger at the date of your death. Such election must be made no later than the Payment Transaction Date. ***[Applicable if an optional rider is elected]*** [If you have elected an optional benefit rider under the Contract, the eligibility rules applicable to optional benefits under Spousal Continuation in Attachment A supplement this paragraph.]

Upon your surviving spouse’s election of Spousal Continuation, the PBAV of the Contract will be reset, as of the Payment Transaction Date to equal the greater of (i) the PBAV or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of the PBAV will be allocated in accordance with the current allocation instructions on file for the PBA. If the PBAV is greater than the Guaranteed Minimum Death Benefit, we do not reset the Guaranteed Minimum Death Benefit for the surviving spouse.

If you were also the Annuitant or Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, your surviving spouse becomes the Owner and single Annuitant. If you were not the Annuitant or Joint Annuitant, if applicable, under the Contract, the individuals named as such will continue in such capacity under the Contract and your surviving spouse becomes the Annuitant at the death of the originally named Annuitant under a Contract where a single Annuitant is named, unless your spouse elects to become the Annuitant under the Contract at the time Spousal Continuation is elected. Under a Contract where Joint Annuitants are named, your surviving spouse becomes the Annuitant upon the death of both the Annuitant and Joint Annuitant, unless your spouse elects to become sole Annuitant under the Contract at the time Spousal Continuation is elected.

[The following text will appear only for Single Owner Contracts when Spousal Continuation and an optional rider have been elected.]

[The effect of death on any optional rider for a single owner Contract with Spousal Continuation is shown under “Effect of Death on any Applicable Optional Rider” in Attachment A of this Endorsement.]

(3) Joint Owner Contract - Spousal Continuation

Upon the death of the first of the Joint Owners who are spouses, the following Death Benefit and Spousal Continuation terms apply. Under Contracts owned by a Non-Natural Owner, upon the death of the first of the Joint Annuitants, reference below to “Joint Owner” is replaced with reference to “Joint Annuitant” and reference to “Owner” is replaced with “Annuitant.” Furthermore, the third paragraph of subsection (A) and the second paragraph of subsection (B) do not apply.

- (A) If the first Joint Owner to die is also the older Joint Owner, then a Death Benefit is payable and the surviving spouse may elect to become the sole Owner under the Contract. Such election must be made no later than the Payment Transaction Date.

Upon the younger surviving spouse’s election of Spousal Continuation, no Death Benefit is distributed under the Contract. The PBAV of the Contract will be reset, as of the Payment Transaction Date, to equal the greater of (i) the PBAV or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of the PBAV will be allocated in accordance with the current allocation instructions on file for the PBA. If the PBAV is greater than the Guaranteed Minimum Death Benefit, we do not reset the Guaranteed Minimum Death Benefit for the surviving spouse.

If the deceased spouse was also the Annuitant, or Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, the younger surviving spouse becomes the Owner and single Annuitant. If neither Owner is the Annuitant, or Joint Annuitant, if applicable, then the individuals named as such will continue in such capacity and the surviving spouse becomes the Annuitant at the death of the originally named Annuitant under a Contract where a single Annuitant is named unless your spouse elects to become the Annuitant under the Contract at the time Spousal Continuation is elected. Under a Contract where Joint Annuitants are named, your surviving spouse becomes the Annuitant upon the death of both the Annuitant and Joint Annuitant, unless your spouse elects to become sole Annuitant under the Contract at the time Spousal Continuation is elected.

[The following text will appear only for Joint Owner Contracts when Spousal Continuation and an optional rider have been elected.]

[The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under “Effect of Death on any Applicable Optional Rider” in Attachment A of this Endorsement.]

- (B) If the first Joint Owner to die is the younger Joint Owner, the surviving spouse continues the Contract as the sole Owner and no Death Benefit is payable.

If the deceased spouse was also the sole Annuitant, or the surviving spouse was a Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, the surviving spouse becomes the Owner and sole Annuitant. If neither Owner is the Annuitant, then the Annuitant will continue in such capacity and the surviving spouse becomes the sole Annuitant at the death of the originally named single Annuitant unless your spouse elects to become the Annuitant under the Contract at the time Spousal Continuation is elected. Under a Contract where Joint Annuitants are named, the surviving spouse becomes the sole Annuitant upon the death of both the Annuitant and Joint Annuitant, unless your spouse elects to become sole Annuitant under the Contract at the time Spousal Continuation is elected.

(4) *Joint Owner Contract - Non-Spousal Contract Continuation*

Upon the death of the first of the Joint Owners who are not spouses at the time of the first death, the following Death Benefit Contract Continuation terms apply.

- (A) If the first Joint Owner to die is also the older Joint Owner, then a Death Benefit is payable. If neither a single sum nor an Annuity Benefit is elected, the surviving Owner may alternatively elect to become the sole Owner under the Contract and elect either the One Year Rule or Five Year Rule of the NQ Beneficiary Continuation Option described below.

The same rules apply as described above in subsection (1) "Single Owner Contract with a Non-Spousal Beneficiary(ies)."

If the first Joint Owner to die is the younger Joint Owner, then no Death Benefit is payable. If the Cash Value is not paid in the form of an Annuity Benefit and the surviving Owner continues the Contract under the terms of this Section, the continuation must meet with the One Year Rule or the Five Year Rule discussed above.

In order to continue the Contract under the One Year Rule, the surviving Owner must elect the "NQ Beneficiary Continuation Option" discussed below. In order to continue the Contract under the Five Year Rule, the Beneficiary may affirmatively elect the NQ Beneficiary Continuation Option or elect to keep the Contract in-force until the fifth anniversary of the younger Owner's death as described in the next paragraph. If the surviving Owner does not affirmatively elect the NQ Beneficiary Continuation Option, the Five Year Rule will apply, that is, all amounts under the Contract must be distributed no later than the fifth anniversary after the younger Owner's death, subject to our receipt of the Beneficiary Requirements.

If the surviving Owner elects to continue the Contract under the Five Year Rule, without electing the NQ Beneficiary Continuation Option, there is no PBAV Reset. No additional Contributions are permitted under the Contract. Any optional Guaranteed Minimum Death Benefit elected, along with any applicable charges, remains in effect. The Guaranteed Minimum Death Benefit becomes payable if the older Joint Owner dies within the period defined in the Five Year Rule.

[The following text will appear only for Joint Owner Contracts when Spousal Continuation and an optional rider have been elected.]

[The effect of death on any optional rider for a Joint Owner Contract with Contract Continuation is shown in "Effect of Death on any Applicable Optional Rider", Attachment A, to this Endorsement.]

- (5) If a named Beneficiary who is an individual elects to become a “Continuation Beneficiary”, the terms of the “NQ Beneficiary Continuation Option”, where the Owner, Joint Owner, Annuitant, or Joint Annuitant, whichever is applicable based on ownership, as shown in the Data Pages, dies before the Maturity Date, are as follows:

"NQ Beneficiary Continuation Option"

- (i) A Beneficiary who is a non-natural entity is not eligible to elect to continue coverage under the Contract as a “Continuation Beneficiary” under the NQ Beneficiary Continuation Option.
- (ii) The Continuation Beneficiary will automatically become the successor Owner with respect to that individual's portion of the interest in the Contract.
- (iii) We must receive an eligible individual's election to continue coverage under the Contract as a “Continuation Beneficiary” under the NQ Beneficiary Continuation Option at our Processing Office within [nine (9) months] after your death and before the individual's share of the Death Benefit or interest in the Contract, as applicable, is paid out in any manner inconsistent with that individual's election to continue the Contract under the NQ Beneficiary Continuation Option.
- (iv) If a Death Benefit is payable and the PBAV is less than the Guaranteed Minimum Death Benefit on the Payment Transaction Date, we will reset such PBAV to equal such Guaranteed Minimum Death Benefit (plus the amount attributable to any optional enhanced Death Benefit rider), and the Continuation Beneficiary's share of the interest in the Contract will be determined after any such reset.
- (v) The Continuation Beneficiary cannot make any additional Contributions to the Contract.
- (vi) Any amounts in the PBA will be transferred into the Investment Account Investment Options and the PBA will no longer be available under the Beneficiary Continuation Option Contract. The Continuation Beneficiary may transfer amounts among the Investment Account Investment Options with respect to the Continuation Beneficiary's share of the interest in the Contract.

- (vii) The Continuation Beneficiary may not assign his/her share of the interest in the Contract.
- (viii) Distributions to the Continuation Beneficiary will be made in accordance with the Continuation Beneficiary's election.

If the Continuation Beneficiary elects to take distribution of his/her share of the interest in the Contract in accordance with the One Year Rule as described in item 4 of this Endorsement, payments will be made at least annually from his/her share of the interest in the Contract over a period not extending beyond the life expectancy of the Continuation Beneficiary. The first such payment must be no later than one (1) year after the date of your death.

The Continuation Beneficiary may alternatively elect to take distribution of his/her share of the interest in the Contract in accordance with the Five Year Rule described in item 4 of this Endorsement.

- (ix) Withdrawal Rights.

If the Continuation Beneficiary has elected to take distribution of his/her share of the interest in the Contract in accordance with the Five Year Rule, the Continuation Beneficiary may withdraw any portion of his/her share of the interest in the Contract at any time, with any amount of his/her share of the interest in the Contract remaining to be paid fully on the fifth anniversary of your death.

If the Continuation Beneficiary has elected to take distribution of his/her share of the interest in the Contract in accordance with the One Year Rule, the Continuation Beneficiary may withdraw any portion of his/her share of the interest in the Contract at any time. Payments will continue to be made to the Continuation Beneficiary as described in accordance with the One Year Rule, from his/her share of the interest in the Contract, as reduced by the withdrawal.

- (x) Death of the Continuation Beneficiary. Upon the Continuation Beneficiary's death, we will make a single sum payment of any of his/her remaining share of the interest in the Contract to the person designated by the deceased Continuation Beneficiary to receive any such payment, unless the person designated by the deceased Continuation Beneficiary is eligible to, and elects to, continue the payment method originally elected by the Continuation Beneficiary over any remaining life expectancy period of the Continuation Beneficiary.

5. *The following is added to SECTION 6.03 MANNER OF PAYMENT:*

A Beneficiary may elect to apply a Death Benefit to an Annuity Benefit as described in Part VII of the Contract. Any Death Benefit applied as an Annuity Benefit in Part VII will be paid out over the life of the Beneficiary or for a period not exceeding the Beneficiary's life expectancy (such payments must begin in accordance with the "One Year Rule" described above, and any Death Benefit that is not applied as an Annuity Benefit in Part VII will be paid out in accordance with the "Five Year Rule" described above.

6. *The following is added to PART VII – ANNUITY BENEFITS:*

The following is added at the end of SECTION 7.02 – MATURITY DATE

At any time before the Maturity Date, you may request withdrawal of a portion of your Annuity Account Value for application to an Annuity Benefit provided that:

- (i) Your withdrawal would not cause termination of your Contract as described in Section 5.02.
- (ii) The form and amount of the Annuity Benefit purchased by your withdrawal will be as set forth in, and subject to the terms and conditions of, this Part VII.
- (iii) For purposes of any optional benefit rider, the amount you withdraw will have the same effect on the rider's benefit as a withdrawal pursuant to Section 5.01. Therefore, your withdrawal under this Section 7.02 will reduce any guaranteed benefit and the amount withdrawn may be an "excess withdrawal" as described in such rider.
- (iv) if you elect a Period Certain Annuity Benefit, the Period Certain must be at least ten years in duration.

Your request for such a withdrawal does not change the Maturity Date under your Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY



Mark Pearson,
Chairman of the Board and Chief Executive Officer



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel

[The following text will appear only when the applicable optional rider has been elected.]

[THIS ATTACHMENT IS A PART OF YOUR ENDORSEMENT

ATTACHMENT A

Effect of Death on any Applicable Optional Rider (See Item 4 of this Endorsement)]

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

[Single Owner Contract if Spousal Continuation is elected:]

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider

If the surviving spouse is age [65] or younger for the “Greater of” GMDB or age [80] or younger for the HAV GMDB on the date of death of the original Owner, and the Owner was age [84] or younger at death, a GMDB that by its terms accumulates to Owner age [85] will continue and instead accumulate to the Contract Date Anniversary following the [85th] birthday of the surviving spouse.

If the surviving spouse is age [65] or younger for the “Greater of” GMDB or age [80] or younger for the HAV GMDB on the date of death of original Owner and the Owner was [85] or older at death, we will restore the GMDB that you elected. The GMDB will then continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [66] or older for the “Greater of” GMDB or age [81] or older for the HAV or ROP GMDB on the date of the Owner’s death, the value of the optional GMDB elected by the original Owner will be frozen as of the date of the older Owner’s death. Its charge (if applicable) will no longer apply and the GMBD will be adjusted by the dollar amount of any permissible Contributions and on a pro rata basis by any withdrawals.

If the optional GMDB continues, the GMDB/Guaranteed Minimum Income Benefit reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the Contract issue date or last reset, as applicable. Contribution and transfer rules shown in the Data Pages will apply to the surviving spouse and the right to make any permissible subsequent Contributions is based on his/her age at the time the Contract is continued.]

[Applicable only if the optional Guaranteed Minimum Income Benefit is elected]

[Effect of Death on the Guaranteed Minimum Income Benefit (“GMIB”) Rider]

The GMIB features on the Contract Date are based on the Owner’s age. If the Owner dies and the surviving spouse elects to become Owner in accordance with the provisions of this benefit, and is age [94] or younger at the time the Owner died, the GMIB crediting continues until the Contract Date Anniversary following the surviving spouse’s [95]th birthday unless the benefit cannot be continued as described below. If the GMIB Rider has been terminated, we do not restore GMIB for the surviving spouse and the GMIB charge no longer applies.

The age and Contract Date Anniversary limitations applicable to exercise of GMIB are based on (i) the surviving spouse’s age at the Owner’s date of death and (ii) the original Contract Date. If the Owner dies and the surviving spouse is age [95] or older or will be over age [95] before the first GMIB exercise date, the benefit does not remain in effect and the charge no longer applies.]

[The following text will appear only for Joint Owner Contracts when the applicable optional rider has been elected.]

[Joint Owner Contract if Spousal Continuation is elected upon death of the older spouse:]

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider]

If the surviving spouse is age [65] or younger for the “Greater of” GMDB or age [80] or younger for the HAV GMDB on the date of death of the older Joint Owner, and the older Joint Owner was age [84] or younger at death, a GMDB that by its terms accumulates to the older Joint Owner’s age [85] will continue and instead accumulate to the Contract Date Anniversary following the [85th] birthday of the surviving spouse.

If the surviving spouse is age [65] or younger for the “Greater of” GMDB or age [80] or younger for the HAV GMDB on the date of death of the older Joint Owner and the older Joint Owner was [85] or older at death, we will restore the GMDB that you elected. The GMDB will then continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [66] or older for the “Greater of” GMDB or age [81] or older for the HAV or ROP GMDB on the date of the older Joint Owner’s death, the value of the optional GMDB elected by the original Owner will be frozen as of the date of the older Owner’s death. Its charge (if applicable) will no longer apply and the GMDB will be adjusted by the dollar amount of any permissible Contributions and on a pro rata basis by any withdrawals.

If the optional GMDB continues, the GMDB/Guaranteed Minimum Income Benefit reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the Contract issue date or last reset, as applicable. Contribution and transfer rules shown in the Data Pages will apply to the surviving Joint Owner and the right to make any permissible subsequent Contributions is based on his/her age at the time the Contract is continued./

[Applicable only if the optional Guaranteed Minimum Income Benefit is elected]

[Effect of Death on the Guaranteed Minimum Income Benefit (“GMIB”) Rider]

The GMIB features on the Contract Date are based on the older Joint Owner’s age. If the older Joint Owner dies and the surviving Joint Owner elects to become sole Owner in accordance with the provisions of this benefit, and is age [94] or younger at the time the older Joint Owner died, the GMIB crediting continues until the Contract Date Anniversary following the surviving spouse’s [95]th birthday unless the benefit cannot be continued as described below. If the GMIB Rider has been terminated, we do not restore GMIB for the surviving spouse and the GMIB charge no longer applies.

The age and Contract Date Anniversary limitations applicable to exercise of GMIB are based on (i) the surviving spouse’s age at the older Joint Owner’s date of death and (ii) the original Contract Date. If the older Joint Owner dies and the surviving spouse is age [95] or older or will be over age [95] before the first GMIB exercise date, the benefit does not remain in effect and the charge no longer applies.]

[Single Owner Contract with Non-Spousal Beneficiary(ies):

Reference in this Attachment A to the “Five Year Rule” applies to the Five Year Rule as described in Part 4 of this Endorsement under “OWNER DEATH DISTRIBUTION RULES UNDER SECTION 72(S) OF THE CODE – Overview,” and not the Five Year Rule as described under item 5 of this Endorsement (“NQ Beneficiary Continuation Option”) in subsection (viii).]

[Applicable only if the optional Guaranteed Minimum Income Benefit is elected]

[Effect of Death on the Guaranteed Minimum Income Benefit (“GMIB”) Rider]

Upon the death of the Owner, if the Contract is continued under the Five Year Rule described in Item 4, the GMIB terminates and any applicable charge will no longer apply.]

[The following text will appear only for Joint Owner Contracts when the applicable optional rider has been elected.]

[Non-Spousal Joint Owner Contract:

Reference in this Attachment A to the “Five Year Rule” applies to the Five Year Rule as described in Part 4 of this Endorsement under “OWNER DEATH DISTRIBUTION RULES UNDER SECTION 72(S) OF THE CODE – Overview,” and not the Five Year Rule as described under item 5 of this Endorsement (“NQ Beneficiary Continuation Option”) in subsection (viii).]

[Applicable only if the optional Guaranteed Minimum Income Benefit is elected]

[Effect of Death on the Guaranteed Minimum Income Benefit (“GMIB”) Rider]

Upon the death of the older Joint Owner, if the Contract is continued under the Five Year Rule described in Item 4, the GMIB terminates and any applicable charge will no longer apply.

Upon the death of the younger Joint Owner, if the Contract is continued under the Five Year Rule, if the earliest GMIB Exercise Date, described in the GMIB Rider, is after the end of the period described in the Five Year Rule, the GMIB terminates and any applicable charge will no longer apply.]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO TRADITIONAL IRA CONTRACTS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as an Individual Retirement Annuity Contract which meets the requirements of Section 408(b) of the Code (“IRA Contract”).

The tax qualified provisions are being added to the Contract to comply with the requirements of the tax code. Compliance with the tax qualified provisions prevents loss of the advantages of tax deferral and prevents penalties.

This Contract is not offered as an Inherited Traditional IRA.

This IRA Contract is established for the exclusive benefit of you and your beneficiaries.

Your entire interest in this Contract is not forfeitable.

The provisions of this IRA Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

The Effective Date of this Endorsement is your Contract Date.

[Applicable to a trustee or custodial IRA Owner]

[If the Owner of this IRA Contract is a trustee or custodian under Section 408(a) of the Code and pertinent Regulations, this IRA Contract is an annuity Contract that may be used to fund an individual retirement account that meets the requirements of Section 408(a) of the Code. In such a case “you” and “your” refer to the Annuitant where required by context, and the provisions of the custodial individual retirement account prevails during any period this Contract is owned by such a trustee or custodian.]

1. PART I - DEFINITIONS

SECTION 1.01 ANNUITANT

The following is added at the end of the existing Section:

You must be both the Annuitant and the Owner ***[Applicable to a trustee or custodial IRA Owner]*** [, unless the Owner is a trustee or custodian of an individual retirement account under Section 408(a) of the Code].

[Applicable to a trustee or custodial IRA Owner]

[If the Owner of this IRA Contract is a trustee or custodian of an individual retirement account under Section 408(a) of the Code, the Annuitant must be the individual for whose benefit the individual retirement account is maintained. Benefits under this IRA Contract are determined by the age of the Annuitant.]

SECTION 1.16 NON-NATURAL OWNER

The following is added at the end of the existing Section:

Non-natural Owners other than a trustee or custodial IRA Owner are not permitted.

SECTION 1.17 OWNER

The existing Section is deleted and replaced by the following:

“Owner” means the individual shown as such on the cover page and in the Data Pages, who must also be the Annuitant. Joint Owners are not permitted. The Owner of this Contract cannot be changed ***[Applicable to a trustee or custodial IRA Owner]*** [, unless the Owner is a trustee or custodian of an individual retirement account under Section 408(a) of the Code].

[Applicable to a trustee or custodial IRA Owner]

[Where the Contract is purchased to fund an individual retirement account under Section 408(a) of the Code, the Owner must be a trustee or custodian meeting the requirements of that Section and pertinent Regulations. The Annuitant must be the individual for whose benefit the individual retirement account is maintained. If the Owner of this IRA Contract is a trustee or custodian of an individual retirement account under Section 408(a) of the Code, the Owner may be changed to a different trustee or custodian of an individual retirement account under Section 408(a) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

The following new Section is added:

SECTION 1.21A REQUIRED MINIMUM DISTRIBUTION PAYMENTS.

“Required Minimum Distribution Payments” means the payments from or with respect to this IRA Contract that are required by Sections 408(b) and 401(a)(9) of the Code and which are described in the Section, “Required Minimum Distribution Rules.”

2. PART III – CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.02 LIMITS ON CONTRIBUTIONS

The title of this Section is changed to:

“SECTION 3.02 MINIMUM AMOUNTS, LIMITS AND REQUIREMENTS FOR CONTRIBUTIONS”

and the following is added at the end of the existing Section:

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications.

We indicate in the Data Pages and in this Section any limits on the type, source or amount of Contributions we will accept.

The initial Contribution to this IRA Contract must be a rollover contribution or a direct transfer contribution described in paragraph (b) below. We do not offer this IRA Contract to fund employer-sponsored “Simplified Employee Pension” (“SEP”) plans described in Section 408(k) of the Code or SIMPLE IRA plans described in Section 408(p) of the Code, so we do not accept contributions under those plans. We do not offer this IRA Contract as an Inherited IRA Contract so we do not accept direct transfer contributions from the traditional IRA of a deceased IRA owner, nor do we accept direct rollover contributions from beneficiaries of deceased plan participants in eligible retirement plans.

(a) “Regular” traditional IRA Contributions; Maximum Permissible Amount

General. Except in the case of a “rollover contribution” or a “direct transfer” contribution described in paragraph (b) below, or except as noted under “Age 50”+ and “Temporary or specially directed rules” below in this paragraph (a), the total of “regular” traditional IRA contributions described in Section 219 of the Code will not exceed \$5,000 for any taxable year. This \$5,000 annual dollar limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(D) of the Code. Such adjustments will be in multiples of \$500.

Age 50+. If you are age 50 or older, the annual dollar limit on regular contributions is increased by \$1,000 for any taxable year.

Temporary or specially directed rules. You may make additional contributions specifically authorized by statute if you are eligible to do so under temporary or specially directed rules, such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. We may request that you document your eligibility to make any such additional contributions.

(b) Rollover and Direct Transfer Contributions

A “rollover contribution” is one permitted by any of the following Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16). A “direct transfer” contribution is the transfer of amounts to this Contract directly from a Traditional Individual Retirement Account or another Traditional Individual Retirement Annuity Contract which meets the requirements of Section 408 of the Code.

(c) SIMPLE IRA Limits

No Contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer’s SIMPLE IRA plan.

3. PART VI - PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

The following sentence is added at the end of the second paragraph of the existing Section (References in this Section to Protected Benefit Account (“PBA”) and Protected Benefit Account Value (“PBAV”) apply herein only if your Contract has been issued with a guaranteed benefit rider.):

Unless you specifically elect in writing otherwise, we will treat each Beneficiary’s share of the Death Benefit payable as a separate account for the benefit of each Beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation.

SECTION 6.02 PAYMENT UPON DEATH

The following is added at the end of the existing Section:

Payment upon death is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code. See the Section, “Required Minimum Distribution Rules”.

Under either of the following two alternative circumstances a Death Benefit described in this Section will not be paid at your death before the Maturity Date and the coverage under this Contract will continue as described in paragraph (1) or (2) below, whichever is applicable. Your death may terminate an optional benefit described in a Rider to your Contract as described below. See Attachment A to this Endorsement.

- (1) If you are married at your death, the person named as sole Beneficiary under the “Beneficiary” Section of this Contract is your surviving spouse, and your surviving spouse elects the “Spousal Continuation” option under your Contract, then no Death Benefit is payable until after your surviving spouse’s death.
- (2) If the “Beneficiary Continuation Option” described in Section 6.04 is in effect, the entire interest in this Contract will be paid out after your death under the Beneficiary Continuation Option.

[Applicable to a trustee or custodial IRA Owner]

[If the Owner and the Annuitant are different because the Owner of the Contract is a trustee or custodian under Section 408(a) of the Code and pertinent Regulations, in this Section “you” refers to the Annuitant, and your surviving spouse can be named successor Annuitant.]

Terms Applicable to Spousal Continuation

To elect Spousal Continuation your surviving spouse must be Age [85] or younger at the date of your death. Such election must be made no later than the Payment Transaction Date. ***[Applicable if an optional rider is elected]*** [If you have elected an optional benefit rider under the Contract, the eligibility rules applicable to optional benefits under Spousal Continuation in Attachment A supplement this paragraph.]

Upon your surviving spouse’s election to continue the Contract, the PBAV of the Contract will be reset, as of the date we receive the Beneficiary Requirements described in the Section “Payment Upon Death”, to equal the greater of (i) the PBAV or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of PBAV will be allocated in accordance with the current allocation instructions on file for the PBA. If the PBAV is greater than the Guaranteed Minimum Death Benefit, we do not reset the Guaranteed Minimum Death Benefit for the surviving spouse.

[The following text will appear only when Spousal Continuation and an optional rider have been elected.]

[The effect of death on any optional rider for a Contract with Spousal Continuation is shown in “Effect of Death on any Applicable Optional Rider”, See Attachment A to this Endorsement.]

The following Section is added at the end of Part VI:

SECTION 6.04 BENEFICIARY CONTINUATION OPTION

References in this Section to Protected Benefit Account (“PBA”) and Protected Benefit Account Value (“PBAV”) apply herein only if your Contract has been issued with a guaranteed benefit rider.

This Section applies only if you die before the Maturity Date, and the Beneficiary named under the “Beneficiary” Section of this Contract is an individual. With the exception of the following paragraph, this Section does not apply to any Beneficiary that is not an individual, and that non-individual Beneficiary’s portion of the Death Benefit described in the “Payment Upon Death” Section of this Contract is payable to the Beneficiary.

This Section applies to a non-individual Beneficiary only if it is a “see-through trust”. A “see-through trust” is an irrevocable trust, valid under state law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under applicable Regulations as we may determine. If such a “see-through trust” described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5, or any successor Regulation, is the Beneficiary named in the “Beneficiary” Section of this Contract, the individual used as the measuring life for calculating payments is the oldest beneficiary of such trust.

If this Section applies and there is more than one Beneficiary, the Annuity Account Value (or if greater, the Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements) will be apportioned among your Beneficiaries as you designate pursuant to the "Beneficiary" Section of this Contract.

If the Beneficiary qualifies to continue this Contract, and we receive that Beneficiary's completed election no later than September 30 of the calendar year following the calendar year of your death and before any contrary election is made, that Beneficiary may continue your Contract pursuant to this Section under the terms set forth in (a) through (i) below. Each such Beneficiary electing to continue his or her portion of the interest in this Contract is a "Continuation Beneficiary". For any Beneficiary who does not timely elect to continue his or her portion of the interest in this Contract, we will pay in a single sum that Beneficiary's share of the Death Benefit pursuant to the "Payment Upon Death" Section of this Contract.

The terms of the Beneficiary Continuation Option are as follows:

- (a) This Contract cannot be assigned and must continue in your name for benefit of your Continuation Beneficiary. The Continuation Beneficiary may not assign his/her portion of the entire interest in this Contract.
- (b) The Continuation Beneficiary automatically becomes the successor Annuitant with respect to that Continuation Beneficiary's portion of the entire interest in this Contract. If you have specifically elected under the "Beneficiary" Section of this Contract that we not separately account for each Beneficiary's portion of the interest in this Contract, the oldest Continuation Beneficiary will be the successor Annuitant used as the measuring life for purposes of calculating the Required Minimum Distribution payments in

Section 7.08, Part B (Required Minimum Distribution Rules—Payments After Your Death).

- (c) If the PBAV is less than the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements, then we will reset such PBAV to equal such Guaranteed Minimum Death Benefit (plus the amount attributable to any optional enhanced Death Benefit Rider), and the Continuation Beneficiary's portion of the entire interest in this Contract will be determined after any such reset.
- (d) Any amounts in the PBA will be transferred into the Investment Account Investment Options and the PBA will no longer be available under the Beneficiary Continuation Option Contract. The Continuation Beneficiary may transfer amounts among the Investment Account Investment Options with respect to that Continuation Beneficiary's portion of the entire interest in this Contract.
- (e) The Continuation Beneficiary cannot make any additional Contributions to this Contract.
- (f) Distributions to the Continuation Beneficiary with respect to that Continuation Beneficiary's portion of the entire interest in this Contract will be made in accordance with requirements described in Section 7.08, Part B (Required Minimum Distribution Rules—Payments After Your Death).

- (g) The Beneficiary Continuation Option is designed to pay out at least annually the post-death Required Minimum Distribution payment calculated for a Continuation Beneficiary's portion of the entire interest in this Contract. If a Continuation Beneficiary elects to take all or part of any such Required Minimum Distribution payment from another of your traditional individual retirement arrangements under which you also designated that Continuation Beneficiary as beneficiary, as described in Section 7.08, Part B (Required Minimum Distribution Rules—Payments After Your Death) in order for us to suspend such payment, that Continuation Beneficiary must give us advance notice in accordance with our procedures at the time.
- (h) A Continuation Beneficiary may withdraw the Annuity Account Value apportioned to such Continuation Beneficiary at any time;
- (i) Upon a Continuation Beneficiary's death, we will make a single sum payment to the person designated by the deceased Continuation Beneficiary to receive that deceased Continuation Beneficiary's portion of the Annuity Account Value, if any remains. In the alternative, the deceased Continuation Beneficiary's designated beneficiary may elect to continue the payment method originally elected by the deceased Continuation Beneficiary in accordance with paragraph (b)(1) or (b)(2) of Section 7.08, Part B (Required Minimum Distribution Rules—Payments After Your Death).

4. PART VII - ANNUITY BENEFITS *is changed to:*

“ANNUITY BENEFITS AND REQUIRED MINIMUM DISTRIBUTIONS”

The following new Section is added at the end of Part VII:

SECTION 7.09 REQUIRED MINIMUM DISTRIBUTION RULES

This Contract is subject to the “Required Minimum Distribution” rules of Sections 408(b) and 401(a)(9) of the Code, including the Treasury Regulations that apply. To the extent that any payment, benefit, or distribution options available to you under this Contract conflict with the Code, the Code requirements prevail.

Subsection A below describes the Required Minimum Distributions to be made during your lifetime. Subsection B below describes the Required Minimum Distributions to be made after your death, if you die before your entire interest in this Contract is distributed to you. The Required Minimum Distribution rules may be satisfied by either electing an Annuity Benefit or by taking withdrawals at least annually from or with respect to your entire interest in this Contract, all as subject to these rules.

If you choose annual withdrawals, your annual Required Minimum Distribution payments calculated for this Contract may be made from this Contract or from another individual retirement arrangement that you maintain, pursuant to Treasury Regulation Section 1.408-8. If you do not take lifetime Required Minimum Distribution payments from this Contract, we will assume that you are taking them from another individual retirement arrangement that you maintain.

For purposes of both the “lifetime” Required Minimum Distribution rules and the Required Minimum Distribution rules after death, the following definitions and conditions apply:

Your “entire interest” in this Contract for purposes of the Required Minimum Distribution Rules. Your “entire interest” in this Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Treasury Regulation Section 1.408-8 or any successor Regulation and, in addition to the dollar amount credited, the actuarial present value of any additional benefits provided under this IRA Contract, such as guaranteed death benefits.

Required Beginning Date. Your “Required Beginning Date” is the first day of April following the calendar year in which you attain age 70 1/2. This is the latest date when your lifetime Required Minimum Distribution payments with respect to this Contract can start.

A. Required Minimum Distribution Rules -Payments During Your Life

Notwithstanding any provision of this Contract to the contrary, the distribution of your entire interest in this Contract will be made in accordance with the requirements of Section 408(b)(3) of the Code and the Treasury Regulations thereunder, the provisions of which are herein incorporated by reference. Prior to the date that this Contract is annuitized the distribution of your interest in this Contract must satisfy the requirements of Section 408(a)(6) of the Code and the Regulations thereunder.

Your entire interest in this Contract will be distributed or begin to be distributed no later than your Required Beginning Date defined above. Your entire interest may be distributed, as you elect, over (a) your life, or the lives of you and your designated Beneficiary, or (b) a period certain not extending beyond your life expectancy, or the joint and last survivor expectancy of you and your designated Beneficiary.

These “lifetime” Required Minimum Distribution payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As A-1, A-4 and A-14 of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A A-2 of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation.

The distribution periods described in the second preceding paragraph cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Treasury Regulations or any successor Regulation.

The first lifetime Required Minimum Distribution payment can be made as late as April 1 of the year following the year you attain age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

B. Required Minimum Distribution Rules – Payments After Your Death

(a) Death On or After Lifetime Required Minimum Distribution Payments Begin. If you die on or after lifetime Required Minimum Distribution payments begin, any remaining portion of your interest in this Contract will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

(b) Death Before Lifetime Required Minimum Distribution Payments Begin. If you die before lifetime Required Minimum Distribution payments begin, your entire interest in this Contract will be distributed at least as rapidly as follows:

- (1) If your designated Beneficiary is someone other than your surviving spouse as described in the immediately following paragraph, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of your death. In the alternative, the Beneficiary may elect to take distribution of your entire interest in this Contract in accordance with this Subsection B, paragraph (b)(3) below.
- (2) If your sole designated Beneficiary is your surviving spouse, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such surviving spouse's life expectancy. In the alternative, your surviving spouse may elect to take distribution of your entire interest in this Contract in accordance with this Subsection B, paragraph (b)(3) below. If your surviving spouse dies before these required distributions commence to him or her, your remaining interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your surviving spouse's death, over your spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse. In the alternative, that beneficiary may elect to take distribution of your entire interest in this Contract in accordance with this Subsection B, paragraph (b)(3) below. If your surviving spouse dies after these required distributions commence to him or her, any remaining interest in this Contract will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.
- (3) If there is no individual designated as Beneficiary, or if the applicable Beneficiary chooses this alternative, your entire interest in this Contract will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under this Subsection B, paragraph (b)(2) above).
- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (b)(1) or (b)(2) of this Subsection B and reduced by 1 for each subsequent year.

(c) If the sole designated Beneficiary is your surviving spouse, and the Spousal Continuation option described in the Section, "Payment Upon Death" is in effect, distribution of your interest in this Contract need not be made until your surviving spouse's Required Beginning Date for lifetime Required Minimum Distributions described above in Subsection A of this Section, or your surviving spouse's death if earlier.

(d) For purposes of paragraphs (a) and (b) of this Subsection B above, Required Minimum Distributions are considered to commence on your Required Beginning Date defined above in Subsection A of this Section or, if applicable, on the date distributions are required to begin to the surviving spouse under this Subsection B, paragraph (b)(2) above. However, if distributions start on an irrevocable basis (except for acceleration) under an annuity Contract meeting the requirements of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation, prior to the applicable date in the preceding sentence, then required distributions are considered to commence on the annuity starting date.

(e) Potential aggregation with your other traditional individual retirement arrangements. In the circumstances described in this paragraph (e), a Beneficiary who is also your designated beneficiary under at least one other of your traditional individual retirement arrangements may choose to take the post-death required minimum distribution payments calculated for this Contract in the manner specified in paragraph (b)(1) or (b)(2) of this Subsection B above for the Beneficiary's portion of the entire interest in this IRA Contract from another of your traditional individual retirement arrangements in accordance with Treasury Regulation Section 1.408-8, Q&A A-9. We may request that a Beneficiary document eligibility to take withdrawals from another of your other traditional individual retirement arrangements.

This choice does not apply if your Beneficiary has elected the alternative calculation method to take distribution of your entire interest in this Contract under this Subsection B, paragraph (b)(3) above.

The post-death Required Minimum Distribution must be calculated separately for each traditional IRA. The separately calculated amounts may then be totaled and the total distribution taken from any one or more of the individual's traditional IRAs held as a beneficiary of the same decedent and which are being distributed under the life expectancy rule in Section 401(a)(9)(B)(iii) or (iv) of the Code. Such amounts may not be aggregated with amounts held in IRAs that the Beneficiary holds as the IRA owner or as the beneficiary of another decedent. Distributions from Section 403(b) Contracts or accounts will not satisfy the distribution requirements from traditional IRAs. Distributions from Roth IRAs will not satisfy the distribution requirements applicable to traditional IRAs or section 403(b) accounts or Contracts and distributions from IRAs or section 403(b) Contracts or accounts will not satisfy the distribution requirements from Roth IRAs.

5. PART IX - GENERAL PROVISIONS

SECTION 9.02 STATUTORY COMPLIANCE

The following is added at the end of the existing Section:

If this Contract fails to qualify as an individual retirement annuity under Section 408(b) of the Code, we will have the right to terminate this Contract. We may do so, upon receipt of notice of such fact, before the Maturity Date. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any Federal income tax payable by you which would not have been payable with respect to an individual retirement annuity which meets the terms of Sections 408(b) of the Code.

However, we may also, at your request, transfer the Annuity Account Value to another annuity Contract issued by an affiliate, subsidiary or us.

SECTION 9.04 REPORTS AND NOTICES

The following is added at the end of the existing Section:

We will send you a report as of the end of each calendar year showing the status of this Contract and any other reports required by the Code. We will also send to you information on Required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

SECTION 9.05 CHANGE IN OWNER

The existing Section is deleted and replaced by the following:

The Ownership of this IRA Contract cannot be changed.

[Applicable to a trustee or custodial IRA Owner]

[Where this Contract is purchased to fund an individual retirement account under Section 408(a) of the Code, the Owner may be a trustee or custodian meeting the requirements of that Section and pertinent Regulations. The Annuitant must be the individual for whose benefit the individual retirement account is maintained. If the Owner of this IRA Contract is a trustee or custodian of an individual retirement account under Section 408(a) of the Code, the Owner may be changed to a different trustee or custodian of an individual retirement account under Section 408(a) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

The existing Section is deleted and replaced by the following:

You may not transfer this Contract.

No portion of your interest in this Contract or your rights under this Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or as security for the performance of an obligation.

AXA EQUITABLE LIFE INSURANCE COMPANY



Mark Pearson,
Chairman of the Board and Chief Executive Officer



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel

[The following text will appear only when the applicable optional rider has been elected.]

[THIS ATTACHMENT IS A PART OF YOUR ENDORSEMENT

ATTACHMENT A

Effect of Death on any Applicable Optional Rider (See Item 3 of this Endorsement)

If Spousal Continuation is elected:]

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider

If the surviving spouse is age [65] or younger for the “Greater of” GMDB or age [80] or younger for the HAV GMDB on the date of death of the original Owner, and the Owner was age [84] or younger at death, a GMDB that by its terms accumulates to Owner age [85] will continue and instead accumulate to the Contract Date Anniversary following the [85th] birthday of the surviving spouse.

If the surviving spouse is age [65] or younger for the “Greater of” GMDB or age [80] or younger for the HAV GMDB on the date of death of original Owner and the Owner was [85] or older at death, we will restore the GMDB that you elected. The GMDB will then continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [66] or older for the “Greater of” GMDB or age [81] or older for the HAV or ROP GMDB on the date of the Owner’s death, the value of the optional GMDB elected by the original Owner will be frozen as of the date of the Owner’s death. Its charge (if applicable) will no longer apply and the GMBD will be adjusted by the dollar amount of any permissible Contributions and on a pro rata basis by any withdrawals.

If the optional GMDB continues, the GMDB/Guaranteed Minimum Income Benefit reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the Contract issue date or last reset, as applicable. Contribution and transfer rules shown in the Data Pages will apply to the surviving spouse and the right to make any permissible subsequent Contributions is based on his/her age at the time the Contract is continued.]

[Applicable only if the optional Guaranteed Minimum Income Benefit is elected]

[Effect of Death on the Guaranteed Minimum Income Benefit (“GMIB”) Rider]

The GMIB features on the Contract Date are based on the Owner’s age. If the Owner dies and the surviving spouse elects to become Owner in accordance with the provisions of this benefit, and is age [94] or younger at the time the Owner died, the GMIB crediting continues until the Contract Date Anniversary following the spouse’s [95]th birthday unless the benefit cannot be continued as described below. If the GMIB Rider has been terminated, we do not restore GMIB for the surviving spouse and the GMIB charge no longer applies.

The age and Contract Date Anniversary limitations applicable to exercise of GMIB are based on (i) the surviving spouse’s age at the Owner’s date of death and (ii) the original Contract Date. If the surviving spouse is age [95] or older or will be over age [95] before the first GMIB exercise date, the benefit does not remain in effect and the charge no longer applies.]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO ROTH IRA CONTRACTS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as a Roth Individual Retirement Annuity Contract which meets the requirements of Sections 408A(b) and 408(b) of the Code (“Roth IRA Contract”).

The tax qualified provisions are being added to the Contract to comply with the requirements of the tax code. Compliance with the tax qualified provisions prevents loss of the advantages of tax deferral and prevents penalties.

This Contract is not offered as an Inherited Roth IRA.

This Roth IRA Contract is established for the exclusive benefit of you and your beneficiaries.

Your entire interest in this Contract is not forfeitable.

The provisions of this Roth IRA Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

The Effective Date of this Endorsement is your Contract Date.

[Applicable to a trustee or custodial Roth IRA Owner]

[If the Owner of this Roth IRA Contract is a trustee or custodian under Sections 408(a) and 408A(b) of the Code and pertinent Regulations, this Roth IRA Contract is an annuity Contract that may be used to fund a Roth individual retirement account that meets the requirements of Sections 408(a) and 408A(b) of the Code. In such a case “you” and “your” refer to the Annuitant where required by context, and the provisions of the custodial Roth individual retirement account prevail during any period this Contract is owned by such a trustee or custodian.]

1. PART I - DEFINITIONS

SECTION 1.01 ANNUITANT

The following is added at the end of the existing Section:

You must be both the Annuitant and the Owner ***[Applicable to a trustee or custodial Roth IRA Owner]*** [, unless the Owner is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code].

[Applicable to a trustee or custodial Roth IRA Owner]

[If the Owner of this Roth IRA Contract is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Annuitant must be the individual for whose benefit the Roth individual retirement account is maintained. Benefits under this Roth IRA Contract are determined by the age of the Annuitant.]

SECTION 1.16 NON-NATURAL OWNER

The following is added at the end of the existing Section:

Non-Natural Owners other than a trustee or custodial Roth IRA Owner are not permitted.

SECTION 1.17 OWNER

The existing Section is deleted and replaced by the following:

“Owner” means the individual shown as such on the cover page and in the Data Pages, who must also be the Annuitant. Joint Owners are not permitted. The Owner of this Contract cannot be changed **[Applicable to a trustee or custodial Roth IRA Owner]** [, unless the Owner is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code].

[Applicable to a trustee or custodial Roth IRA Owner]

[Where the Contract is purchased to fund a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner must be a trustee or custodian meeting the requirements of those Sections and pertinent Regulations. The Annuitant must be the individual for whose benefit the Roth individual retirement account is maintained. If the Owner of this Roth IRA Contract is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner may be changed to a different trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

The following new Section is added:

SECTION 1.21A REQUIRED MINIMUM DISTRIBUTION PAYMENTS.

“Required Minimum Distribution Payments ” means the payments from or with respect to this Roth IRA Contract that are required by Sections 408(b) and 401(a)(9) of the Code and which are described in the Section, “Required Minimum Distribution Rules--Payments After Your Death.”

2. PART III - CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.02 LIMITS ON CONTRIBUTIONS

The title of this Section is changed to:

“SECTION 3.02 MINIMUM AMOUNTS, LIMITS AND REQUIREMENTS FOR CONTRIBUTIONS”

and the following is added at the end of the existing Section:

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications.

We indicate in the Data Pages and in this Section any limits on the type, source or amount of Contributions we will accept.

Except as otherwise indicated in this Section or the Data Pages, we will accept the following types of Contributions, discussed below, to this Roth IRA Contract: (i) "regular" Roth IRA contributions; (ii) rollover Contributions from another Roth IRA; (iii) "conversion" rollover contributions from a "traditional" IRA (also referred to as a "non-Roth IRA"), or another source of conversion rollover contributions as described below; or (iv) direct custodian-to-custodian transfers from another Roth individual retirement account or another Roth individual annuity Contract which meets the requirements of Sections 408 and 408A of the Code.

The initial Contribution to this Roth IRA Contract must be a rollover contribution described in paragraph (d) below or a direct transfer contribution described in paragraph (e) below.

We do not offer this Roth IRA Contract as an inherited Roth IRA Contract so we do not accept direct transfer contributions from the Roth IRA of a deceased Roth IRA Owner, nor do we accept direct rollover contributions from beneficiaries of deceased plan participants in eligible retirement plans.

(a) Regular Roth IRA Contributions; Maximum Permissible Amount

Except in the case of a direct custodian-to-custodian transfer from another Roth IRA, a "qualified rollover contribution" or a "recharacterization" as defined below in this Section, the total of "regular" Roth IRA contributions to all your Roth IRAs for a taxable year does not exceed the "applicable amount" as defined below in this Section, or your "compensation" as defined below in this Section, if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the "applicable amount" or your "compensation" is referred to as a "regular" Roth IRA contribution. Contributions may be limited under paragraphs (c) through (i) of this Section below. Additional amounts may be contributed under "Temporary or specially directed rules" below in paragraph (b-1).

(b) Regular Roth IRA Contributions; Applicable Amount

If you are under age 50, the applicable amount is \$5,000 for any taxable year. If you are age 50 or older, the applicable amount is \$6,000 for any taxable year.

These limits will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(D) of the Code. Such adjustments will be in multiples of \$500.

(b-1) Temporary or specially directed rules. You may make additional regular Roth IRA contributions specifically authorized by statute if you are eligible to do so under temporary or specially directed rules, such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. We may request that you document your eligibility to make any such additional regular Roth IRA contributions.

(c) Regular Roth IRA Contribution Limits Based on Modified Adjusted Gross Income

If paragraph (c)(i) and/or (c)(ii) of this Section apply, the maximum regular contribution that can be made to all your Roth IRAs for a taxable year is the smaller amount determined under paragraph (c)(i) or (c)(ii) of this Section.

(i) The maximum regular Roth IRA contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI," described in paragraph (h) of this Section below) in accordance with the following table:

Filing Status	Full Contribution	Phase-Out Range	No Contribution
Modified AGI			
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,00 and \$160,000	\$160,000 or more
Married – Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

If your modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. The dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 408A(c)(3) of the Code. Such adjustments will be in multiples of \$1,000.

(ii) If you make regular contributions to both Roth and traditional IRAs for a taxable year, the maximum regular contribution that can be made to all your Roth IRAs for that taxable year is reduced by the regular contributions made to your traditional IRAs for the taxable year.

(d) “Qualified Rollover” or “Conversion Rollover” Contributions

A “qualified rollover contribution” is a rollover contribution of a distribution from an eligible retirement plan described in Section 402(c)(8)(B) of the Code. If the distribution is from an IRA, the rollover must meet the requirements of Section 408(d)(3) of the Code, except the one-rollover-per-year rule of Section 408(d)(3)(B) of the Code does not apply if the rollover contribution is from a traditional IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements one of the following applicable Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16). A qualified rollover contribution also includes (i) and (ii) below.

(i) All or part of a military death gratuity or servicemembers’ group life insurance (“SGLI”) payment may be contributed if the contribution is made within one (1) year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under Section 408(d)(3)(B) of the Code.

(ii) All or part of an airline payment (as defined in Section 125 of the Worker, Retiree, and Employer Recovery Act of 2008 (“WRERA”), Pub. L. 110-458) received by certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment.

(e) Direct Transfer Contributions

A “direct transfer” contribution is the transfer of amounts to this Contract directly from a Roth individual retirement account or another Roth individual retirement annuity Contract which meets the requirements of Sections 408 and 408A(b) of the Code.

(f) SIMPLE IRA Limits

No Contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer’s SIMPLE IRA plan.

(g) Recharacterization

A regular contribution to a traditional IRA may be recharacterized pursuant to the rules in Treasury Regulation Section 1.408A-5, or any successor Regulation, as a regular contribution to this Roth IRA, subject to the limits in paragraph (c) of this Section above.

(h) Modified AGI

For purposes of paragraph (c) of this Section above, an individual's modified AGI for a taxable year is defined in Section 408A(c)(3)(B)(i) of the Code and does not include any amount included in adjusted gross income as a result of a “conversion rollover” (a rollover from an eligible retirement plan other than a Roth IRA).

(i) Definition of Compensation for Purposes of Regular Roth IRA Contributions

For purposes of paragraph (a) of this Section above, “compensation” is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Section 401(c)(2) of the Code (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan).

For purposes of this definition, Section 401(c)(2) of the Code shall be applied as if the term trade or business for purposes of Section 1402 of the Code included service described in Section 1402 (c)(6) of the Code. Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income (determined without regard to Section 112 of the Code).

Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the individual's gross income under Section 71 of the Code with respect to a divorce or separation instrument described in Section 71(b)(2)(A) of the Code. If you are married and file a joint Federal income

tax return with your spouse, and if your spouse has greater compensation than you do, you may treat your spouse's compensation as your own compensation, but only to the extent that your spouse’s compensation is not being used for purposes of the spouse making an IRA contribution. The term “compensation” also includes any differential wage payments as defined in Section 3401(h)(2) of the Code.

3. PART VI - PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

The following sentence is added at the end of the second paragraph of the existing Section (References in this Section to Protected Benefit Account ("PBA") and Protected Benefit Account Value ("PBAV") apply herein only if your Contract has been issued with a guaranteed benefit rider.):

Unless you specifically elect in writing otherwise, we will treat each Beneficiary's share of the Death Benefit payable as a separate account for the benefit of each Beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation.

SECTION 6.02 PAYMENT UPON DEATH

The following is added at the end of the existing Section:

Payment upon death is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code. See the Section, "Required Minimum Distribution Rules--Payments After Your Death."

Under either of the following two alternative circumstances a Death Benefit described in this Section will not be paid at your death before the Maturity Date and the coverage under this Contract will continue as described in paragraph (1) or (2) below, whichever is applicable. Your death may terminate an optional benefit described in a Rider to your Contract as described below. See Attachment A to this Endorsement.

- (1) If you are married at your death, the person named as sole Beneficiary under the "Beneficiary" Section of this Contract is your surviving spouse, and your surviving spouse elects the "Spousal Continuation" option under your Contract, then no Death Benefit is payable until after your surviving spouse's death.
- (2) If the "Beneficiary Continuation Option" described in Section 6.04 is in effect, the entire interest in this Contract will be paid out after your death under the Beneficiary Continuation Option.

[Applicable to a trustee or custodial Roth IRA Owner]

[If the Owner and the Annuitant are different because the Owner of the Contract is a trustee or custodian under Sections 408(a) and 408A(b) of the Code and pertinent Regulations, in this Section "you" refers to the Annuitant, and your surviving spouse can be named successor Annuitant.]

Terms Applicable to Spousal Continuation

To elect Spousal Continuation your surviving spouse must be Age [85] or younger at the date of your death. Such election must be made no later than the Payment Transaction Date. ***[Applicable if an optional rider is elected]*** [If you have elected an optional benefit rider under the Contract, the eligibility rules applicable to optional benefits under Spousal Continuation in Attachment A supplement this paragraph.]

Upon your surviving spouse's election to continue the Contract, the PBAV of the Contract will be reset, as of the date we receive the Beneficiary Requirements described in the Section "Payment Upon Death", to equal the greater of (i) the PBAV or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of the PBAV will be allocated in accordance with the current allocation instructions on file for the PBA. If the PBAV is greater than the Guaranteed Minimum Death Benefit, we do not reset the Guaranteed Minimum Death Benefit for the surviving spouse.

[The following text will appear only when Spousal Continuation and an optional rider have been elected.]

[The effect of death on any optional rider for a Contract with Spousal Continuation is shown in "Effect of Death on any Applicable Optional Rider", See Attachment A to this Endorsement.]

The following Section is added at the end of Part VI:

SECTION 6.04 BENEFICIARY CONTINUATION OPTION

This Section applies only if you die before the Maturity Date, and the Beneficiary named under the "Beneficiary" Section of this Contract is an individual. With the exception of the following paragraph, this Section does not apply to any Beneficiary that is not an individual, and that non-individual Beneficiary's portion of the Death Benefit described in the "Payment Upon Death" Section of this Contract is payable to the Beneficiary.

This Section applies to a non-individual Beneficiary only if it is a "see-through trust". A "see-through trust" is an irrevocable trust, valid under state law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under applicable Regulations as we may determine. If such a "see-through trust" described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5, or any successor Regulation, is the Beneficiary named in the "Beneficiary" Section of this Contract, the individual used as the measuring life for calculating payments is the oldest beneficiary of such trust.

If this Section applies and there is more than one Beneficiary, the Annuity Account Value (or if greater, the Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements) will be apportioned among your Beneficiaries as you designate pursuant to the "Beneficiary" Section of this Contract.

If the Beneficiary qualifies to continue this Contract, and we receive that Beneficiary's completed election no later than September 30 of the calendar year following the calendar year of your death and before any contrary election is made, that Beneficiary may continue your Contract pursuant to this Section under the terms set forth in (a) through (i) below. Each such Beneficiary electing to continue his or her portion of the interest in this Contract is a "Continuation Beneficiary". For any Beneficiary who does not timely elect to continue his or her portion of the interest in this Contract, we will pay in a single sum that Beneficiary's share of the Death Benefit pursuant to the "Payment Upon Death" Section of this Contract.

The terms of the Beneficiary Continuation Option are as follows:

- (a) This Contract cannot be assigned and must continue in your name for benefit of your Continuation Beneficiary. The Continuation Beneficiary may not assign his/her portion of the entire interest in this Contract.

- (b) The Continuation Beneficiary automatically becomes the successor Annuitant with respect to that Continuation Beneficiary's portion of the entire interest in this Contract. If you have specifically elected under the "Beneficiary" Section of this Contract that we not separately account for each Beneficiary's portion of the interest in this Contract, the oldest Continuation Beneficiary will be the successor Annuitant used as the measuring life for purposes of calculating the Required Minimum Distribution payments in the Section, "Required Minimum Distribution Rules—Payments After Your Death".
- (c) If the PBAV is less than the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements, then we will reset such PBAV to equal such Guaranteed Minimum Death Benefit (plus the amount attributable to any optional enhanced Death Benefit Rider), and the Continuation Beneficiary's portion of the entire interest in this Contract will be determined after any such reset.
- (d) Any amounts in the PBA will be transferred into the Investment Account Investment Options and the PBA will no longer be available under the Beneficiary Continuation Option Contract. The Continuation Beneficiary may transfer amounts among the Investment Account Investment Options with respect to that Continuation Beneficiary's portion of the entire interest in this Contract.
- (e) The Continuation Beneficiary cannot make any additional Contributions to this Contract.
- (f) Distributions to the Continuation Beneficiary with respect to that Continuation Beneficiary's portion of the entire interest in this Contract will be made in accordance with requirements described in the Section, "Required Minimum Distribution Rules—Payments After Your Death".
- (g) The Beneficiary Continuation Option is designed to pay out at least annually the post-death Required Minimum Distribution payment calculated for a Continuation Beneficiary's portion of the entire interest in this Contract. If a Continuation Beneficiary elects to take all or part of any such Required Minimum Distribution payment from another of your Roth individual retirement arrangements under which you also designated that Continuation Beneficiary as beneficiary, as described in the Section, "Required Minimum Distribution Rules—Payments After Your Death", in order for us to suspend such payment, that Continuation Beneficiary must give us advance notice in accordance with our procedures at the time.
- (h) A Continuation Beneficiary may withdraw the Annuity Account Value apportioned to such Continuation Beneficiary at any time;
- (i) Upon a Continuation Beneficiary's death, we will make a single sum payment to the person designated by the deceased Continuation Beneficiary to receive that deceased Continuation Beneficiary's portion of the Annuity Account Value, if any remains. In the alternative, the deceased Continuation Beneficiary's designated beneficiary may elect to continue the payment method originally elected by the deceased Continuation Beneficiary in accordance with paragraph (1) or (2) of the Section, "Required Minimum Distribution Rules—Payments After Your Death".

4. PART VII - ANNUITY BENEFITS *is changed to:*

“ANNUITY BENEFITS AND REQUIRED MINIMUM DISTRIBUTIONS”

The following new Section is added at the end of Part VII:

SECTION 7.09 REQUIRED MINIMUM DISTRIBUTION RULES--PAYMENTS AFTER YOUR DEATH

This Contract is subject to the “Required Minimum Distribution” rules of Sections 408(b) and 401(a)(9) of the Code, including the Treasury Regulations that apply. To the extent that any payment, benefit, or distribution options available to you under this Contract conflict with the Code, the Code requirements prevail.

No amount is required to be distributed prior to your death.

Notwithstanding any provision of this Contract to the contrary, the distribution of your interest in this Contract will be made in accordance with the requirements of Section 408(b)(3) of the Code, as modified by Section 408A(c)(5) of the Code and the Treasury Regulations thereunder, the provisions of which are herein incorporated by reference. Prior to the date that this Contract is annuitized, distribution of your “entire interest” in this Contract, described below in this Section, must satisfy the requirements of Section 408(a)(6) of the Code, as modified by Section 408A(c)(5) of the Code, and the Treasury Regulations thereunder.

Upon your death your entire interest in this Contract will be distributed at least as rapidly as follows:

- (1) If your designated Beneficiary is someone other than your surviving spouse as described in the immediately following paragraph, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of your death. In the alternative, the Beneficiary may elect to take distribution of your entire interest in this Contract in accordance with paragraph (3) below in this Section.
- (2) If your sole designated Beneficiary is your surviving spouse, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such surviving spouse's life expectancy. In the alternative, your surviving spouse may elect to take distribution of your entire interest in this Contract in accordance with paragraph (3) below in this Section. If your surviving spouse dies before these required distributions commence to him or her, your remaining interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your surviving spouse's death, over your spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse. In the alternative, that beneficiary may elect to take distribution of your entire interest in this Contract in accordance with paragraph (3) below in this Section. If your surviving spouse dies after these required distributions commence to him or her, any remaining interest in this Contract will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

- (3) If there is no individual designated as Beneficiary, or if the applicable Beneficiary chooses this alternative, your entire interest in this Contract will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2) in this Section above).
- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (1) or (2) in this Section above and reduced by 1 for each subsequent year.

Your "entire interest" in this Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Treasury Regulation Section 1.408-8 or any successor Regulation and, in addition to the dollar amount credited, the actuarial present value of any additional benefits provided under this Roth IRA Contract, such as guaranteed death benefits.

For purposes of paragraph (2) above, required distributions are considered to begin commence on the date distributions are required to begin to your surviving spouse under paragraph (2). However, if distributions start on an irrevocable basis (except for acceleration) under an annuity Contract meeting the requirements of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation, prior to the applicable date in the preceding sentence, then required distributions are considered to commence on the annuity starting date.

If the sole designated Beneficiary is your surviving spouse, and Spousal Continuation option described in the Section, "Payment Upon Death" is in effect, distribution of your interest in this Contract need not be made until after your surviving spouse's death.

Potential aggregation with your Roth individual retirement arrangements. In the circumstances described in this paragraph, a Beneficiary who is also your designated beneficiary under at least one other of your Roth individual retirement arrangements may choose to take the post-death required minimum distribution payments calculated for this Contract in the manner specified in paragraph (1) or (2) of this Section above for the Beneficiary's portion of the entire interest in this Roth IRA Contract from another of your Roth individual retirement arrangements in accordance with Treasury Regulation Section 1.408-8, Q&A A-9. We may request that a Beneficiary document eligibility to take withdrawals from another of your other Roth individual retirement arrangements. This choice does not apply if your Beneficiary has elected the alternative calculation method to take distribution of the portion of the entire interest in this Contract under paragraph (3) of this Section above. The post-death Required Minimum Distribution must be calculated separately for each Roth IRA. The separately calculated amounts may then be totaled and the total distribution taken from any one or more of the individual's Roth IRAs held as a beneficiary of the same decedent and which are being distributed under the life expectancy rule in Section 401(a)(9)(B)(iii) or (iv) of the Code. Such amounts may not be aggregated with amounts held in Roth IRAs that the Beneficiary holds as the Roth IRA Owner or as the beneficiary of another decedent. Distributions from traditional IRAs will not satisfy the distribution requirements applicable to Roth IRAs or section 403(b) accounts or Contracts and distributions from Roth IRAs or section 403(b) Contracts or accounts will not satisfy the distribution requirements from traditional IRAs.

5. PART IX - GENERAL PROVISIONS

SECTION 9.02 STATUTORY COMPLIANCE

The following is added at the end of the existing Section:

If this Contract fails to qualify as a Roth individual retirement annuity under Sections 408(b) and 408A(b) of the Code, we will have the right to terminate this Contract. We may do so, upon receipt of notice of such fact, before the Maturity Date. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any Federal income tax payable by you which would not have been payable with respect to an individual retirement annuity which meets the terms of Sections 408(b) of the Code.

However, we may also, at your request, transfer the Annuity Account Value to another annuity Contract issued by an affiliate, subsidiary or us.

SECTION 9.04 REPORTS AND NOTICES

The following is added at the end of the existing Section:

We will send you a report as of the end of each calendar year showing the status of this Contract and any other reports required by the Code. We will also send to you information on Required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

SECTION 9.05 CHANGE IN OWNER

The existing Section is deleted and replaced by the following:

The Ownership of this Roth IRA Contract cannot be changed.

[Applicable to a trustee or custodial IRA Owner]

[Where this Contract is purchased to fund a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner may be a trustee or custodian meeting the requirements of those Sections and pertinent Regulations. The Annuitant must be the individual for whose benefit the Roth individual retirement account is maintained. If the Owner of this Roth IRA Contract is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner may be changed to a different trustee or custodian of a Roth individual retirement account under Sections 408(a) of the Code and 408A(b) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

The existing Section is deleted and replaced by the following:

You may not transfer this Contract.

No portion of your interest in this Contract or your rights under this Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or as security for the performance of an obligation.

AXA EQUITABLE LIFE INSURANCE COMPANY



Mark Pearson,
Chairman of the Board and Chief Executive Officer



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel

[The following text will appear only when the applicable optional rider has been elected.]

[THIS ATTACHMENT IS A PART OF YOUR ENDORSEMENT

ATTACHMENT A

Effect of Death on any Applicable Optional Rider (See Item 3 of this Endorsement)

If Spousal Continuation is elected:]

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider]

If the surviving spouse is age [65] or younger for the “Greater of” GMDB or age [80] or younger for the HAV GMDB on the date of death of the original Owner, and the Owner was age [84] or younger at death, a GMDB that by its terms accumulates to Owner age [85] will continue and instead accumulate to the Contract Date Anniversary following the [85th] birthday of the surviving spouse.

If the surviving spouse is age [65] or younger for the “Greater of” GMDB or age [80] or younger for the HAV GMDB on the date of death of the original Owner and the Owner was [85] or older at death, we will restore the GMDB that you elected. The GMDB will then continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [66] or older for the “Greater of” GMDB or age [81] or older for the HAV or ROP GMDB on the date of the Owner’s death, the value of the optional GMDB elected by the original Owner will be frozen as of the date of the Owner’s death. Its charge (if applicable) will no longer apply and the GMBD will be adjusted by the dollar amount of any permissible Contributions and on a pro rata basis by any withdrawals.

If the optional GMDB continues, the GMDB/Guaranteed Minimum Income Benefit reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the Contract issue date or last reset, as applicable. Contribution and transfer rules shown in the Data Pages will apply to the surviving spouse and the right to make any permissible subsequent Contributions is based on his/her age at the time the Contract is continued.]

[Applicable only if the optional Guaranteed Minimum Income Benefit is elected]

[Effect of Death on the Guaranteed Minimum Income Benefit (“GMIB”) Rider]

The GMIB features on the Contract Date are based on the Owner’s age. If the Owner dies and the surviving spouse elects to become Owner in accordance with the provisions of this benefit, and is age [94] or younger at the time the Owner died, the GMIB crediting continues until the Contract Date Anniversary following the surviving spouse’s [95]th birthday unless the benefit cannot be continued as described below. If the GMIB Rider has been terminated, we do not restore GMIB for the surviving spouse and the GMIB charge no longer applies.

The age and Contract Date Anniversary limitations applicable to exercise of GMIB are based on (i) the surviving spouse’s age at the Owner’s date of death and (ii) the original Contract Date. If the Owner dies and the surviving spouse is age [95] or older or will be over age [95] before the first GMIB exercise date, the benefit does not remain in effect and the charge no longer applies.]

RETIREMENT CORNERSTONE® ALL SERIES

Enrollment Form/Application for an Individual Annuity

Please make checks payable to:

AXA Equitable

First-Class Mail:

AXA Equitable

Retirement Service Solutions

P.O. Box 1577

Secaucus, NJ 07096-1577



AXA EQUITABLE

Express Mail:

AXA Equitable

Retirement Service Solutions

500 Plaza Drive, 6th Floor

Secaucus, NJ 07094-3619

For Assistance, please call 888-517-9900

www.axa-equitable.com

CONTRACT SPECIFICS

1. Contract Series and Type

A. Choose a Contract Series.

☐ Series B ☐ Series L ☐ Series CP®

B. Choose a Contract Type.

☒ Available for All Series

- ☐ Non-Qualified
- ☐ Traditional IRA
- ☐ Roth IRA
- ☐ Qualified Plan Defined Contribution (DC)
- ☐ Qualified Plan Defined Benefit (DB)

NOT available for Series CP®.

- ☐ Inherited IRA BCO Direct Transfer of Decedent IRA¹
- ☐ Inherited Roth IRA BCO Direct Transfer of Decedent Roth IRA¹
- ☐ Non-Spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO¹
- ☐ Non-Spousal Beneficiary QP Direct Rollover to an Inherited Roth IRA BCO¹

¹ GMIB is not available.

C. Total Initial Contribution(s): \$ _____

Please review your prospectus to determine the minimum contribution requirements.

Specify Method(s) of Payment:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Check or Wire | <input type="checkbox"/> Rollover from eligible retirement plan (IRA or Roth) |
| <input type="checkbox"/> 1035 Exchange (from Single Owner Contract, NQ only) | <input type="checkbox"/> IRA Regular Contribution for the year 20__
(IRA or Roth) |
| <input type="checkbox"/> 1035 Exchange (from Joint Owner Contract, NQ only) | <input type="checkbox"/> Direct Rollover (Non-Spousal Beneficiary QP to
Inherited IRA BCO) ¹ (Not available for Series CP) |
| <input type="checkbox"/> CD or Mutual Fund Proceeds (NQ only) | <input type="checkbox"/> Direct Rollover (Non-Spousal Beneficiary QP to
Inherited Roth IRA BCO) ¹ (Not available for Series
CP) |
| <input type="checkbox"/> Direct Transfer (IRA or Roth) | |

¹ GMIB is not available.

AXA Equitable Life Insurance Company

Home Office: 1290 Avenue of the Americas, New York, NY 10104

x03729_shared_variation
AXA Distributors, LLC



Cat. No. 150610 All Series
Page 1 of 9

2. Account Registration (Please print)

A. Owner (Must be legal resident of US.)

- ☐ Individual ☐ Trust ☐ Qualified Plan Trust (DC/DB) ☐ UGMA/UTMA (State _____ Child's SSN _____)
☐ Custodian (IRA/Roth) ☐ Other Non-Natural Owner ☐ Beneficiary of Deceased IRA Owner¹
☐ Non-Spousal Beneficiary of Deceased QP Participant¹
☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____ **Daytime Phone #** _____

Name _____
(First) (Middle Initial) (Last)

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN _____

U S A Primary Residential Address only — No P O Box Permitted _____ **City** _____ **State** _____ **ZIP Code** _____

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 9.

Email Address _____

¹ Not available for Series CP

PATRIOT Act Information:²

- 1 Are you a US Citizen? (If "Yes" proceed to question 3) ☐ Yes ☐ No
2 If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act, permits you to purchase this annuity? (Please attach proper documentation) ☐ Yes ☐ No

US Visa Category (The following categories are NOT permitted B, C, D, F, J, M, Q, TWOV)

3 Your Occupation _____ 4 Your Employer _____

Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp Date (mm/dd/yyyy) _____

² The annuitant must complete this section if the owner is not an individual

B. Joint Owner (Must be legal resident of US.) NQ only

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____ **Daytime Phone #** _____

Name (First) (Middle Initial) (Last) _____ **Taxpayer Identification Number (Please check one.)** ☐ SSN ☐ ITIN _____

U S A Primary Residential Address only — No P O Box Permitted _____ **City** _____ **State** _____ **ZIP Code** _____

Email Address _____

Joint Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp Date (mm/dd/yyyy) _____

C. Annuitant (If other than Owner.)¹☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____ Daytime Phone # _____Name _____
(First) (Middle Initial) (Last)Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN _____

U S A Primary Residential Address only — No P O Box Permitted City State ZIP Code

¹ Annuitant must complete the Patriot Act Information section on the previous page if the owner is NOT an individual**D. Joint Annuitant**

- For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____ Daytime Phone # _____Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one) ☐ SSN ☐ ITIN _____

U S A Primary Residential Address only — No P O Box Permitted City State ZIP Code

3. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)

Please enter the beneficiaries full name below. Unless otherwise indicated, proceeds will be divided equally

A. Primary

1 _____ % _____

Primary Beneficiary Name Relationship to Owner¹☐ SSN ☐ EIN ☐ ITIN _____ Date of Birth _____

Address _____ Phone # _____

2 _____ % _____

Primary Beneficiary Name Relationship to Owner¹☐ SSN ☐ EIN ☐ ITIN _____ Date of Birth _____

Address _____ Phone # _____

3 _____ % _____

Primary Beneficiary Name Relationship to Owner¹☐ SSN ☐ EIN ☐ ITIN _____ Date of Birth _____

Address _____ Phone # _____

B. Contingent

1 _____ % _____

Contingent Beneficiary Name Relationship to Owner¹☐ SSN ☐ EIN ☐ ITIN _____ Date of Birth _____

Address _____ Phone # _____

2 _____ % _____

Contingent Beneficiary Name Relationship to Owner¹☐ SSN ☐ EIN ☐ ITIN _____ Date of Birth _____

Address _____ Phone # _____

3 _____ % _____

Contingent Beneficiary Name Relationship to Owner¹☐ SSN ☐ EIN ☐ ITIN _____ Date of Birth _____

Address _____ Phone # _____

¹ Please enter the relationship to the annuitant when the Owner is not an Individual

4. Optional Guaranteed Benefit Rider Elections

Benefit Election Eligibility

Owner Issue Ages 20-80¹

- For issue ages 20-80 we will automatically issue the contract with the Guaranteed Minimum Income Benefit (GMIB) with Annual Reset combined with the Return of Principal death benefit, Unless you elect otherwise in Section 4A and 4B, proceed to Section 5
- If you accept the Annual Reset, resets will occur automatically until such automatic resets are terminated. The reset will result in a new wait period to exercise the GMIB of up to the later of 10 years or the original exercise date, but not later than age 95.
- You may elect a Guaranteed Minimum Death Benefit (GMDB) other than the Return of Principal in section 4B
- For Owner Issue ages 66 and older, the GMIB is only available with the Return of Principal GMDB or the Highest Anniversary Value death benefit

Owner Issue Ages 81 and Older¹

- For Owner issue ages 81 and older, the GMIB and GMDB are not available. Please proceed to Section 5

The Death benefit, if any, in connection with the Investment Account Value is equal to amounts in the Investment Account Investment Options.

- The benefit riders are optional and may only be chosen at the time of the application. There are additional charges for these riders, unless otherwise noted.
- If you opt out of the GMIB at issue by declining it below in section 4A, you will not be able to add it later.
- Benefits under these riders apply only to amounts allocated to the Protected Benefit Account Investment Options.
- You may allocate amounts to the Protected Benefit Account Investment Options immediately or at a future date, subject to the terms and limitations of the contract.
- If you do not allocate amounts to the Protected Benefit Account Investment Options, these rider(s) will have no value under your contract until you allocate amounts at a future date.

4A: Guaranteed Minimum Income Benefit (GMIB)²



Eligible contracts will automatically issue with the GMIB combined with the Return of Principal death benefit³

To opt out of the GMIB, please check the box below

☐ I decline the GMIB

4B: Guaranteed Minimum Death Benefit (GMDB)

To elect a GMDB other than the Return of Principal death benefit³, please make an election below



☐ Greater of Annual Roll up to age 85 or Highest Anniversary Value to age 85 death benefit² (Available for Owner Issue ages 20-65 only if you did not opt out of the GMIB in section 4A)

☐ Highest Anniversary Value to age 85 death benefit (Available as a standalone death benefit for Owner Issue ages 0-80 or in combination with GMIB)

4C: Annual Reset Election

If you accepted the GMIB, your contract will automatically issue with the Automatic Reset program. The Automatic Reset program resets my GMIB and if elected the "Greater of" GMDB each year that I am eligible.

To opt out of the Automatic Reset Program, please check the box below.

☐ I decline the Automatic Reset Program

Or to elect a Customized Reset Program, check the box below

☐ **Customized Reset Program** Reset my GMIB and if elected "Greater of" GMDB each year up to and including the contract anniversary date in the year _____ only I understand that resets will only occur during this time period if I am eligible (yyyy)

Resets will occur automatically unless such automatic resets are or have been terminated. The reset will result in a new wait period to exercise the GMIB of up to the later of 10 years or the original exercise date, but not later than age 95.

¹ The maximum issue age for Series CP is 70, therefore any references to Owner issue ages 71 and older do not apply.

² Not Available for Inherited IRA/Inherited Roth IRA

³ There is no charge for the Return of Principal death benefit.

5. Investment Selection

- You must allocate 100% of your initial contributions to either the Investment Options in Section 5A **OR** any Special DCA in *Section 5B*
- All future allocations will be allocated according to the percentages below unless instructed otherwise by you
- Contributions received after the Special DCA program terminates will be allocated to the Investment Account Investment Options and the Protected Benefit Account Investment Options according to the instructions below
- If you do not allocate amounts to the Protected Benefit Account Investment Options, the optional rider(s) will have no value under your contract until you allocate amounts at a future date

INVESTMENT ACCOUNT Investment Options

Enter the total percent you wish to allocate to your Investment Account below Percentages must be whole numbers

Please see the Investment Account Investment Option section at the bottom of this page and on page 6 to select your allocations.

Total Percent Allocated to Investment Account Investment Options _____%

PROTECTED BENEFIT ACCOUNT Investment Options

The Protected Benefit Account Investment Options are only available if you elected an optional benefit in section 4 Investment in the Protected Benefit Account Investment Options is available to ages 0-80¹ If you elected the "Greater of" GMDB in combination with the GMIB in section 4, these investment options are available for ages 0-65 Enter the total percent you wish to allocate to your Protected Benefit Account Investment Options below Percentages must be whole numbers

Please see the Protected Benefit account Investment Options section at the bottom of page 6 to select your allocations.

Total Percent Allocated to Protected Benefit Account Investment Options _____%

¹ The maximum issue age for Series CP is 70, therefore any references to Owner issue ages 71 and older do not apply

Total Investment Account Investment Options percentage plus Protected Benefit Account Investment Options percentage must equal 100%

Choose either 5A or 5B below.

5A: ☐ Immediate Allocation

- Allocate 100% immediately to the Investment Account Investment Options and/or the Protected Benefit Account Investment Options

5B: ☐ Special Dollar Cost Averaging Programs

- Allocate 100% immediately to the Special Dollar Cost Averaging Program selected below

Check box for one time period.

☒ 3 months ☐ 6 months ☐ 12 months

- Special DCA – applies if Series B or Series L is elected in Section 1
- Special Money Market DCA – applies if Series CP is elected in Section 1
- You may designate either or both the Investment Account Investment Options and the Protected Benefit Account Investment Options as the destination Option for DCA

INVESTMENT ACCOUNT Investment Options

Percentages must be whole numbers

Allocation %

Asset Allocation

_____ %	All Asset Aggressive - Alt 25
_____ %	All Asset Growth - Alt 20
_____ %	All Asset Moderate Growth - Alt 15
_____ %	American Funds Insurance Series® Protected Asset Allocation Fund SM
_____ %	AXA Aggressive Strategy
_____ %	AXA Balanced Strategy
_____ %	AXA Conservative Growth Strategy
_____ %	AXA Conservative Strategy
_____ %	AXA Growth Strategy
_____ %	AXA Moderate Allocation
_____ %	AXA Moderate Growth Strategy
_____ %	BlackRock Global Allocation VI Fund
_____ %	EQ/AllianceBernstein Dynamic Wealth Strategies
_____ %	EQ/Franklin Templeton Allocation

Allocation %

Asset Allocation (Continued)

_____ %	First Trust/Dow Jones Dividend & Income Allocation Portfolio
_____ %	Franklin Income Securities Fund
_____ %	Franklin Templeton VIP Founding Funds Allocation Fund
_____ %	Ivy Funds VIP Asset Strategy
_____ %	7Twelve Balanced Portfolio

Large Cap

_____ %	BlackRock Large Cap Growth VI Fund
_____ %	EQ/BlackRock Basic Value Equity
_____ %	EQ/Boston Advisors Equity Income
_____ %	EQ/Capital Guardian Research
_____ %	EQ/Davis New York Venture
_____ %	EQ/Montag & Caldwell Growth
_____ %	EQ/T Rowe Price Growth Stock

INVESTMENT ACCOUNT Investment Options (Continued)

Percentages must be whole numbers

Allocation %

Large Cap (Continued)

____ % EQ/Wells Fargo Omega Growth
____ % Fidelity® VIP Contrafund® Portfolio
____ % Franklin Rising Dividends Securities Fund
____ % Invesco VI Diversified Dividend Fund
____ % Ivy Funds VIP Dividend Opportunities
____ % Lord Abbett Classic Stock
____ % MFS® Investors Growth Stock Series
____ % MFS® Investors Trust Series
____ % Multimanager Aggressive Equity
____ % Multimanager Large Cap Value
____ % Mutual Shares Securities Fund

Small/Mid Cap

____ % American Century VP Mid Cap Value Fund
____ % EQ/AllianceBernstein Small Cap Growth
____ % EQ/GAMCO Small Company Value
____ % EQ/Morgan Stanley Mid Cap Growth
____ % Fidelity® VIP Mid Cap Portfolio
____ % Goldman Sachs VIT Mid Cap Value Fund
____ % Invesco VI Mid Cap Core Equity Fund
____ % Invesco VI Small Cap Equity Fund
____ % Ivy Funds VIP Mid Cap Growth
____ % Ivy Funds VIP Small Cap Growth
____ % Lord Abbett Growth Opportunities
____ % Multimanager Mid Cap Growth
____ % Multimanager Mid Cap Value
____ % Multimanager Small Cap Value

PLUS/Hybrid

____ % EQ/Emerging Markets Equity PLUS
____ % EQ/Global Multi-Sector Equity
____ % EQ/International Core PLUS
____ % EQ/International Value PLUS
____ % EQ/Large Cap Growth PLUS
____ % EQ/Large Cap Value PLUS
____ % EQ/Mid Cap Value PLUS

International/Global

____ % AllianceBernstein VPS International Growth Portfolio
____ % American Funds Insurance Series® Global Small Capitalization FundSM
____ % American Funds Insurance Series® New World Fund®
____ % EQ/MFS International Growth
____ % EQ/Oppenheimer Global
____ % Invesco VI International Growth Fund
____ % Lazard Retirement Emerging Markets Equity Portfolio
____ % MFS® International Value Portfolio
____ % Multimanager International Equity
____ % Templeton Developing Markets Securities Fund
____ % Templeton Foreign Securities Fund

Allocation %

Sector/Specialty

____ % EQ/GAMCO Mergers and Acquisitions
____ % EQ/National Resources PLUS
____ % EQ/Real Estate PLUS
____ % Invesco VI Global Real Estate Fund
____ % Ivy Funds VIP Energy
____ % Ivy Funds VIP Global Natural Resources
____ % Ivy Funds VIP Science & Technology
____ % MFS® Technology Portfolio
____ % MFS® Utilities Series
____ % PIMCO VIT CommodityRealReturn® Strategy Portfolio
____ % ProFund VP Biotechnology
____ % T Rowe Price Health Sciences Portfolio - II
____ % Van Eck VIP Global Hard Assets Fund

Index

____ % EQ/Common Stock Index
____ % EQ/Equity 500 Index
____ % EQ/International Equity Index
____ % EQ/Large Cap Growth Index
____ % EQ/Large Cap Value Index
____ % EQ/Mid Cap Index
____ % EQ/Small Company Index

Fixed Income

____ % American Funds Insurance Series® Bond FundSM
____ % EQ/Core Bond Index
____ % EQ/Global Bond PLUS
____ % EQ/High Yield Bond
____ % EQ/Intermediate Government Bond
____ % EQ/Money Market
____ % EQ/PIMCO Global Real Return
____ % EQ/PIMCO Ultra Short Bond
____ % Fidelity® VIP Strategic Income Portfolio
____ % Franklin Strategic Income Securities Fund
____ % Guaranteed Interest Option (GIO) (maximum 25%)
____ % Invesco VI High Yield Fund
____ % Ivy Funds VIP High Income
____ % Lord Abbett Bond Debenture
____ % PIMCO VIT Emerging Markets Bond Portfolio
____ % PIMCO VIT Real Return Portfolio
____ % PIMCO VIT Total Return Portfolio
____ % Templeton Global Bond Securities Fund

100%
TOTAL%

* This amount represents 100% of the percentage is shown above in the Investment Account Investment Option section

PROTECTED BENEFIT ACCOUNT Investment Options

If you allocated 100% to the Investment Account Investment Options proceed to page 6 to enter your allocation instructions.

Percentages must be whole numbers

Allocation %

Asset Allocation

____ % GB AXA Aggressive Strategy
____ % GB AXA Balanced Strategy
____ % GB AXA Conservative Growth Strategy
____ % GB AXA Conservative Strategy
____ % GB AXA Growth Strategy
____ % GB AXA Moderate Growth Strategy
____ % GB EQ/AllianceBernstein Dynamic Wealth Strategies
100% Protected Benefit Account Investment Options*

* This amount represents 100% of the percentage shown above in the Protected Benefit Account Investment Options section Retirement Cornerstone ☐ All Series

6. Broker Transfer Authority Disclosure

☐ **Yes.** I have given authority to my *Registered Representative* to act as my agent and provide to AXA Equitable Investment Option transfer instructions by telephone or electronically, and I hereby authorize AXA Equitable to act on such instructions. I understand and acknowledge that AXA Equitable (i) may rely in good faith on the stated identity of the person placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. AXA Equitable will continue to act upon this authorization until such time as we receive written notification in our processing office that broker transfer authority has been terminated. Upon receipt of such notification, AXA Equitable will terminate the Registered Representatives ability to provide transfer instructions on your behalf. AXA Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity.

7. Current Insurance

1 Do you have any other existing life insurance or annuities? ☐ **Yes** ☐ **No**

2 Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued? ☐ **Yes** ☐ **No**

If **Yes** to question number 2, complete the following

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

8. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the enrollment form/application in a different state. **If you are signing this enrollment form/application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence where the enrollment form/application was signed (the state of sale) or

☐ I work or conduct business in the state where the enrollment form/application was signed (the state of sale)

If none of the above apply the enrollment form/application must be signed in your state of Primary Residence, unless we approve another state

9. Special Instructions

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — P O Box accepted	City	State	Zip Code

10. Fraud Warnings

Arkansas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **District of Columbia:** WARNING It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. **All Other States:** Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of committing a fraudulent insurance act, which may be a crime, and may subject such person to criminal and civil penalties.

11. Signature and Acknowledgements

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- **Account value(s) attributable to allocations to the investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.**
- In the case of IRAs and qualified plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits
- Under penalty of perjury, I certify that all the Taxpayer Identification Numbers in Section 2 are correct
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority
- No Registered Representative has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing signed by an officer of the company
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract
- The prospectus and applicable supplements contain more complete information including the limitations, restrictions and conditions that applies to the Certificate/Contract and any optional benefit riders

OPTIONAL GUARANTEED BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- There are additional charges for the elected optional benefit riders, unless otherwise noted in this enrollment form/application
- To receive the benefits under the rider(s), you must allocate amounts to the Protected Benefit Account Investment Options either immediately or at a future date, subject to the terms and limitations of the Certificate/Contract If AXA Equitable discontinues transfers and contributions to the Protected Benefit Account Investment Options, I/we will thereafter not be able to create or add to the benefit base
- The rollover rate used for the rollover benefit bases under GMIB and GMDB (if elected) does not represent a guarantee of my Account Value or Cash Value
- The benefit base does not represent an Account Value or Cash Value The benefit base cannot be split in connection with a divorce
- Unless otherwise declined, eligible Certificates/Contracts will automatically issue with the Automatic Reset program The Automatic Reset program resets my GMIB and if elected "Greater of" GMDB Rollover Benefit Base each year that I am eligible Resets will occur automatically unless such automatic resets are or have been terminated The annual reset will result in a new wait period to exercise the GMIB, of up to the later of 10 years or the original exercise date (but not later than age 95) which may be started beginning on each Contract Date Anniversary that the GMIB and if elected "Greater of" GMDB Rollover Benefit Base is reset If my Annuity Account Value does not exceed my GMIB benefit base on any Contract Anniversary, no reset will occur To cancel my reset I must submit a signed and completed reset cancellation request Any such request must be received at AXA Equitable's processing office at least 1 business day prior to the Contract Date Anniversary to which the cancellation applies Requests received after this window will apply the following year I am not able to cancel a reset once it has occurred For jointly owned Certificates/Contracts, eligibility to reset the benefit base is based on the age of the older owner
- We reserve the right to change the charge for the Guaranteed Minimum Income Benefit Rider and the "Greater of" Guaranteed Minimum Death Benefit Rider up to a maximum rate of 2 30% each at any time You will have the option to exercise or drop the GMIB and GMDB if a fee increase is imposed If we increase the charge for riders, you may elect to terminate your riders by submitting a written request to our Processing Office
- Withdrawals under the Certificate/Contract may reduce my optional benefit
- An optional benefit may be of limited use if required minimum distributions apply, now or in the future, to my Certificate/Contract because withdrawals that are made from this Certificate/Contract to meet the required amount may significantly reduce the benefit

I acknowledge that I have received the most current prospectus and supplement After reviewing my financial information and goals with my Registered Representative, I believe that this Certificate/Contract will meet my financial goals

Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information In order to retain the prospectus indefinitely, I understand that I must print it I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you have read and understand the information

X	Proposed Owner's Signature Signed at _____	City, _____	State _____	Date _____
X	Proposed Annuitant's Signature (if other than Owner) Signed at _____	City, State _____	Date _____	
X	Proposed Joint Owner's Signature (if other than Annuitant) Signed at _____	City, State _____	Date _____	
X	Proposed Joint Annuitant's Signature (if other than Owner) Signed at _____	City, State _____	Date _____	

12. Registered Representative Section

- 1 Does the Proposed Owner have any existing life insurance or annuity contracts?¹ ☐ Yes ☐ No
- 2 Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)?¹ ☐ Yes ☐ No
- 3 Did you verify the identity and age by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ☐ Yes ☐ No
- 4 Is the Proposed Insured currently an Active Duty* Member of the Armed Forces? ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES)

¹ Please confirm that your response to this question is consistent with the response provided in section 7 Current Insurance

* "Active Duty" means full-time in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days

X _____ or _____
Primary Registered Representative Signature Social Security Number Rep Code

Print Name % () -
Phone Number

Client Account Number Email Address Broker Dealer Location

X _____
Secondary Registered Representative Signature Social Security Number Rep Code

Print Name % () -
Phone Number

Registered Representative Use Only. Contact your home office for program information

Once selected, program cannot be changed. Certain commission options may not be available through all selling Broker Dealers. Please check with your Broker Dealer for availability.

☐ Option I ☐ Option II ☐ Option III ☐ Option IV¹ ☐ Option V²

¹ Not applicable to Series CP

² Applicable to Series B only

RETIREMENT CORNERSTONE[®] ALL SERIES

Enrollment Form/Application for an Individual Annuity

Please make checks payable to:

**AXA Equitable
First-Class Mail:**

AXA Equitable
Retirement Service Solutions
P.O. Box 1577
Secaucus, NJ 07096-1577



AXA EQUITABLE

Express Mail:

AXA Equitable
Retirement Service Solutions
500 Plaza Drive, 6th Floor
Secaucus, NJ 07094-3619

For Assistance, please call 800-338-3434

www.axa-equitable.com
AXA Advisors, LLC

CONTRACT SPECIFICS

1. Contract Series and Type

A. Choose a Contract Series.

☐ Series B ☐ Series L ☐ Series CP[®]

B. Choose a Contract Type.

☒ Available for All Series

- ☐ Non-Qualified
- ☐ Traditional IRA
- ☐ Roth IRA
- ☐ Qualified Plan Defined Contribution (DC)
- ☐ Qualified Plan Defined Benefit (DB)

NOT available for Series CP[®].

- ☐ Inherited IRA BCO Direct Transfer of Decedent IRA¹
- ☐ Inherited Roth IRA BCO Direct Transfer of Decedent Roth IRA¹
- ☐ Non-Spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO¹
- ☐ Non-Spousal Beneficiary QP Direct Rollover to an Inherited Roth IRA BCO¹

¹ GMIB is not available.

C. Total Initial Contribution(s): \$ _____

Please review your prospectus to determine the minimum contribution requirements.

Specify Method(s) of Payment:

- | | |
|--|--|
| <input type="checkbox"/> Check or Wire | <input type="checkbox"/> Rollover from eligible retirement plan (IRA or Roth) |
| <input type="checkbox"/> 1035 Exchange (from Single Owner Contract, NQ only) | <input type="checkbox"/> IRA Regular Contribution for the year 20__
(IRA or Roth) |
| <input type="checkbox"/> 1035 Exchange (from Joint Owner Contract, NQ only) | <input type="checkbox"/> Direct Rollover (Non-Spousal Beneficiary QP to
Inherited IRA BCO) ¹ (Not available for Series CP) |
| <input type="checkbox"/> CD or Mutual Fund Proceeds (NQ only) | <input type="checkbox"/> Direct Rollover (Non-Spousal Beneficiary QP to
Inherited Roth IRA BCO) ¹ (Not available for Series
CP) |
| <input type="checkbox"/> Direct Transfer (IRA or Roth) | |

¹ GMIB is not available.

AXA Equitable Life Insurance Company

Home Office: 1290 Avenue of the Americas, New York, NY 10104

x03727_shared_variation
AXA Advisors, LLC



Cat. No. 150617 All Series

Page 1 of 9

2. Account Registration (Please print)**A. Owner (Must be legal resident of US.)**

☒ Individual ☐ Trust ☐ Qualified Plan Trust (DC/DB) ☐ UGMA/UTMA (State _____ Child's SSN _____)
☐ Other Non-Natural Owner ☐ Beneficiary of Deceased IRA Owner¹
☐ Non-Spousal Beneficiary of Deceased QP Participant¹
☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____ **Daytime Phone #** _____

Name _____
(First) (Middle Initial) (Last)

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN _____

U S A Primary Residential Address only — No PO Box Permitted City State ZIP Code

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 9.

Email Address _____

¹ Not available for Series CP

PATRIOT Act Information:²

1 Are you a US Citizen? (If "Yes" proceed to question 3) ☐ Yes ☐ No
2 If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act, permits you to purchase this annuity? (Please attach proper documentation) ☐ Yes ☐ No

US Visa Category (The following categories are NOT permitted B, C, D, F, J, M, Q, TWOV)

3 Your Occupation _____ 4 Your Employer _____

Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp Date (mm/dd/yyyy) _____

² The annuitant must complete this section if the owner is not an individual

B. Joint Owner (Must be legal resident of US.) NQ only

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____ **Daytime Phone #** _____

Name (First) (Middle Initial) (Last) **Taxpayer Identification Number (Please check one)** ☐ SSN ☐ ITIN

U S A Primary Residential Address only — No PO Box Permitted City State ZIP Code

Email Address _____

Joint Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp Date (mm/dd/yyyy) _____

C. Annuitant (If other than Owner.)¹☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____ Daytime Phone # _____Name _____
(First) (Middle Initial) (Last)Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN _____

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

¹ Annuitant must complete the Patriot Act Information section on the previous page if the owner is NOT an individual.**D. Joint Annuitant**

• For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____ Daytime Phone # _____Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN _____

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

3. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)

Please enter the beneficiaries full name below. Unless otherwise indicated, proceeds will be divided equally.

A. Primary

1. _____ % _____

Primary Beneficiary Name Relationship to Owner¹☐ SSN ☐ EIN ☐ ITIN _____ Date of Birth _____

Address _____ Phone # _____

2. _____ % _____

Primary Beneficiary Name Relationship to Owner¹☐ SSN ☐ EIN ☐ ITIN _____ Date of Birth _____

Address _____ Phone # _____

3. _____ % _____

Primary Beneficiary Name Relationship to Owner¹☐ SSN ☐ EIN ☐ ITIN _____ Date of Birth _____

Address _____ Phone # _____

B. Contingent

1. _____ % _____

Contingent Beneficiary Name Relationship to Owner¹☐ SSN ☐ EIN ☐ ITIN _____ Date of Birth _____

Address _____ Phone # _____

2. _____ % _____

Contingent Beneficiary Name Relationship to Owner¹☐ SSN ☐ EIN ☐ ITIN _____ Date of Birth _____

Address _____ Phone # _____

3. _____ % _____

Contingent Beneficiary Name Relationship to Owner¹☐ SSN ☐ EIN ☐ ITIN _____ Date of Birth _____

Address _____ Phone # _____

¹ Please enter the relationship to the annuitant when the Owner is not an Individual.

4. Optional Guaranteed Benefit Rider Elections

Benefit Election Eligibility

Owner Issue Ages 20-80¹

- For issue ages 20-80 we will automatically issue the contract with the Guaranteed Minimum Income Benefit (GMIB) with Annual Reset combined with the Return of Principal death benefit, Unless you elect otherwise in Section 4A and 4B, proceed to Section 5.
- If you accept the Annual Reset, resets will occur automatically until such automatic resets are terminated. The reset will result in a new wait period to exercise the GMIB of up to the later of 10 years or the original exercise date, but not later than age 95.
- You may elect a Guaranteed Minimum Death Benefit (GMDB) other than the Return of Principal in section 4B.
- For Owner Issue ages 66 and older, the GMIB is only available with the Return of Principal GMDB or the Highest Anniversary Value death benefit.

Owner Issue Ages 81 and Older¹

- For Owner issue ages 81 and older, the GMIB and GMDB are not available. Please proceed to Section 5.

The Death benefit, if any, in connection with the Investment Account Value is equal to amounts in the Investment Account Investment Options.

- The benefit riders are optional and may only be chosen at the time of the application. There are additional charges for these riders, unless otherwise noted.
- If you opt out of the GMIB at issue by declining it below in section 4A, you will not be able to add it later.
- Benefits under these riders apply only to amounts allocated to the Protected Benefit Account Investment Options.
- You may allocate amounts to the Protected Benefit Account Investment Options immediately or at a future date, subject to the terms and limitations of the contract.
- If you do not allocate amounts to the Protected Benefit Account Investment Options, these rider(s) will have no value under your contract until you allocate amounts at a future date.


4A: Guaranteed Minimum Income Benefit (GMIB)²

 **Eligible contracts will automatically issue with the GMIB combined with the Return of Principal death benefit³.**
To opt out of the GMIB, please check the box below.

☐ I decline the GMIB

4B: Guaranteed Minimum Death Benefit (GMDB)

To elect a GMDB **other than** the Return of Principal death benefit³, please make an election below:

-  ☐ Greater of Annual Roll up to age 85 or Highest Anniversary Value to age 85 death benefit² (Available for Owner Issue ages 20-65 only if you did not opt out of the GMIB in section 4A)
- ☐ Highest Anniversary Value to age 85 death benefit (Available as a standalone death benefit for Owner Issue ages 0-80¹ or in combination with GMIB)

4C: Annual Reset Election

If you accepted the GMIB, your contract will automatically issue with the Automatic Reset program. The Automatic Reset program resets my GMIB and if elected the "Greater of" GMDB each year that I am eligible.

To opt out of the Automatic Reset Program, please check the box below.

☐ I decline the Automatic Reset Program.

Or to elect a Customized Reset Program, check the box below.

☐ **Customized Reset Program** Reset my GMIB and if elected "Greater of" GMDB each year up to and including the contract anniversary date in the year _____ only. I understand that resets will only occur during this time period if I am eligible. (yyyy)

Resets will occur automatically unless such automatic resets are or have been terminated. The reset will result in a new wait period to exercise the GMIB of up to the later of 10 years or the original exercise date, but not later than age 95.

¹ The maximum issue age for Series CP is 70; therefore any references to Owner issue ages 71 and older do not apply.

² Not Available for Inherited IRA/Inherited Roth IRA.

³ There is no charge for the Return of Principal death benefit.

5. Investment Selection

- You must allocate 100% of your initial contributions to either the Investment Options in Section 5A **OR** any Special DCA in Section 5B.
- All future allocations will be allocated according to the percentages below unless instructed otherwise by you
- Contributions received after the Special DCA program terminates will be allocated to the Investment Account Investment Options and the Protected Benefit Account Investment Options according to the instructions below.
- If you do not allocate amounts to the Protected Benefit Account Investment Options, the optional rider(s) will have no value under your contract until you allocate amounts at a future date

INVESTMENT ACCOUNT Investment Options

Enter the total percent you wish to allocate to your Investment Account below Percentages must be whole numbers.

Please see the Investment Account Investment Option section at the bottom of this page and on page 6 to select your allocations.

Total Percent Allocated to Investment Account Investment Options _____ %

PROTECTED BENEFIT ACCOUNT Investment Options

The Protected Benefit Account Investment Options are only available if you elected an optional benefit in section 4. Investment in the Protected Benefit Account Investment Options is available to ages 0-80. If you elected the "Greater of" GMDB in combination with the GMIB in section 4, these investment options are available for ages 0-65. Enter the total percent you wish to allocate to your Protected Benefit Account Investment Options below Percentages must be whole numbers

Please see the Protected Benefit account Investment Options section at the bottom of page 6 to select your allocations.

Total Percent Allocated to Protected Benefit Account Investment Options _____ %

¹ The maximum issue age for Series CP is 70, therefore any references to Owner issue ages 71 and older do not apply

Total Investment Account Investment Options percentage plus Protected Benefit Account Investment Options percentage must equal 100%

Choose either 5A or 5B below.

5A: ☐ Immediate Allocation

- Allocate 100% immediately to the Investment Account Investment Options and/or the Protected Benefit Account Investment Options

5B: ☐ Special Dollar Cost Averaging Programs

- Allocate 100% immediately to the Special Dollar Cost Averaging Program selected below

Check box for one time period.

☒ 3 months ☐ 6 months ☐ 12 months]

- Special DCA – applies if Series B or Series L is elected in Section 1.
- Special Money Market DCA – applies if Series CP is elected in Section 1
- You may designate either or both the Investment Account Investment Options and the Protected Benefit Account Investment Options as the destination Option for DCA

INVESTMENT ACCOUNT Investment Options

Percentages must be whole numbers

Allocation %

Asset Allocation

_____ %	All Asset Aggressive - Alt 25
_____ %	All Asset Growth - Alt 20
_____ %	All Asset Moderate Growth - Alt 15
_____ %	American Funds Insurance Series® Protected Asset Allocation Fund SM
_____ %	AXA Aggressive Strategy
_____ %	AXA Balanced Strategy
_____ %	AXA Conservative Growth Strategy
_____ %	AXA Conservative Strategy
_____ %	AXA Growth Strategy
_____ %	AXA Moderate Allocation
_____ %	AXA Moderate Growth Strategy
_____ %	BlackRock Global Allocation VI Fund
_____ %	EQ/AllianceBernstein Dynamic Wealth Strategies
_____ %	EQ/Franklin Templeton Allocation

Allocation %

Asset Allocation (Continued)

_____ %	First Trust/Dow Jones Dividend & Income Allocation Portfolio
_____ %	Franklin Income Securities Fund
_____ %	Franklin Templeton VIP Founding Funds Allocation Fund
_____ %	Ivy Funds VIP Asset Strategy
_____ %	Twelve Balanced Portfolio
Large Cap	
_____ %	BlackRock Large Cap Growth VI Fund
_____ %	EQ/BlackRock Basic Value Equity
_____ %	EQ/Boston Advisors Equity Income
_____ %	EQ/Capital Guardian Research
_____ %	EQ/Davis New York Venture
_____ %	EQ/Montag & Caldwell Growth
_____ %	EQ/T Rowe Price Growth Stock

INVESTMENT ACCOUNT Investment Options (Continued)

Percentages must be whole numbers

Allocation %

Large Cap (Continued)

_____ %	EQ/Wells Fargo Omega Growth
_____ %	Fidelity® VIP Contrafund® Portfolio
_____ %	Franklin Rising Dividends Securities Fund
_____ %	Invesco VI Diversified Dividend Fund
_____ %	Ivy Funds VIP Dividend Opportunities
_____ %	Lord Abbett Classic Stock
_____ %	MFS® Investors Growth Stock Series
_____ %	MFS® Investors Trust Series
_____ %	Multimanager Aggressive Equity
_____ %	Multimanager Large Cap Value
_____ %	Mutual Shares Securities Fund

Small/Mid Cap

_____ %	American Century VP Mid Cap Value Fund
_____ %	EQ/AllianceBernstein Small Cap Growth
_____ %	EQ/GAMCO Small Company Value
_____ %	EQ/Morgan Stanley Mid Cap Growth
_____ %	Fidelity® VIP Mid Cap Portfolio
_____ %	Goldman Sachs VIT Mid Cap Value Fund
_____ %	Invesco VI Mid Cap Core Equity Fund
_____ %	Invesco VI Small Cap Equity Fund
_____ %	Ivy Funds VIP Mid Cap Growth
_____ %	Ivy Funds VIP Small Cap Growth
_____ %	Lord Abbett Growth Opportunities
_____ %	Multimanager Mid Cap Growth
_____ %	Multimanager Mid Cap Value
_____ %	Multimanager Small Cap Value

PLUS/Hybrid

_____ %	EQ/Emerging Markets Equity PLUS
_____ %	EQ/Global Multi-Sector Equity
_____ %	EQ/International Core PLUS
_____ %	EQ/International Value PLUS
_____ %	EQ/Large Cap Growth PLUS
_____ %	EQ/Large Cap Value PLUS
_____ %	EQ/Mid Cap Value PLUS

International/Global

_____ %	AllianceBernstein VPS International Growth Portfolio
_____ %	American Funds Insurance Series® Global Small Capitalization Fund SM
_____ %	American Funds Insurance Series® New World Fund®
_____ %	EQ/MFS International Growth
_____ %	EQ/Oppenheimer Global
_____ %	Invesco VI International Growth Fund
_____ %	Lazard Retirement Emerging Markets Equity Portfolio
_____ %	MFS® International Value Portfolio
_____ %	Multimanager International Equity
_____ %	Templeton Developing Markets Securities Fund
_____ %	Templeton Foreign Securities Fund

Allocation %

Sector/Specialty

_____ %	EQ/GAMCO Mergers and Acquisitions
_____ %	EQ/National Resources PLUS
_____ %	EQ/Real Estate PLUS
_____ %	Invesco VI Global Real Estate Fund
_____ %	Ivy Funds VIP Energy
_____ %	Ivy Funds VIP Global Natural Resources
_____ %	Ivy Funds VIP Science & Technology
_____ %	MFS® Technology Portfolio
_____ %	MFS® Utilities Series
_____ %	PIMCO VIT CommodityRealReturn® Strategy Portfolio
_____ %	ProFund VP Biotechnology
_____ %	T Rowe Price Health Sciences Portfolio - II
_____ %	Van Eck VIP Global Hard Assets Fund

Index

_____ %	EQ/Common Stock Index
_____ %	EQ/Equity 500 Index
_____ %	EQ/International Equity Index
_____ %	EQ/Large Cap Growth Index
_____ %	EQ/Large Cap Value Index
_____ %	EQ/Mid Cap Index
_____ %	EQ/Small Company Index

Fixed Income

_____ %	American Funds Insurance Series® Bond Fund SM
_____ %	EQ/Core Bond Index
_____ %	EQ/Global Bond PLUS
_____ %	EQ/High Yield Bond
_____ %	EQ/Intermediate Government Bond
_____ %	EQ/Money Market
_____ %	EQ/PIMCO Global Real Return
_____ %	EQ/PIMCO Ultra Short Bond
_____ %	Fidelity® VIP Strategic Income Portfolio
_____ %	Franklin Strategic Income Securities Fund
_____ %	Guaranteed Interest Option (GIO) (maximum [25%])
_____ %	Invesco VI High Yield Fund
_____ %	Ivy Funds VIP High Income
_____ %	Lord Abbett Bond Debenture
_____ %	PIMCO VIT Emerging Markets Bond Portfolio
_____ %	PIMCO VIT Real Return Portfolio
_____ %	PIMCO VIT Total Return Portfolio
_____ %	Templeton Global Bond Securities Fund
100%	Investment Account Investment Options*

TOTAL %

* This amount represents 100% of the percentage is shown above in the Investment Account Investment Option section

PROTECTED BENEFIT ACCOUNT Investment Options

If you allocated 100% to the Investment Account Investment Options proceed to page 6 to enter your allocation instructions.

Percentages must be whole numbers

Allocation %

Asset Allocation

_____ %	GB AXA Aggressive Strategy
_____ %	GB AXA Balanced Strategy
_____ %	GB AXA Conservative Growth Strategy
_____ %	GB AXA Conservative Strategy
_____ %	GB AXA Growth Strategy
_____ %	GB AXA Moderate Growth Strategy
_____ %	GB EQ/AllianceBernstein Dynamic Wealth Strategies
100%	Protected Benefit Account Investment Options*

* This amount represents 100% of the percentage shown above in the Protected Benefit Account Investment Options section.

6. Broker Transfer Authority Disclosure

☐ **Yes.** I have given authority to my Financial Professional to act as my agent and provide to AXA Equitable Investment Option transfer instructions by telephone or electronically, and I hereby authorize AXA Equitable to act on such instructions. I understand and acknowledge that AXA Equitable (i) may rely in good faith on the stated identity of the person placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. AXA Equitable will continue to act upon this authorization until such time as we receive written notification in our processing office that broker transfer authority has been terminated. Upon receipt of such notification, AXA Equitable will terminate the financial professional's ability to provide transfer instructions on your behalf. AXA Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity.

7. Current Insurance

1 Do you have any other existing life insurance or annuities? ☐ **Yes** ☐ **No**

2 Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued? ☐ **Yes** ☐ **No**

If **Yes** to question number 2, complete the following

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

8. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the enrollment form/application in a different state. **If you are signing this enrollment form/application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence where the enrollment form/application was signed (the state of sale) or

☐ I work or conduct business in the state where the enrollment form/application was signed (the state of sale)

If none of the above apply the enrollment form/application must be signed in your state of Primary Residence, unless we approve another state.

9. Special Instructions

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — PO Box accepted	City	State	Zip Code

10. Fraud Warnings

Arkansas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **District of Columbia:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. **All Other States:** Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or a statement or claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of committing a fraudulent insurance act, which may be a crime, and may subject such person to criminal and civil penalties.

11. Signature and Acknowledgements

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and qualified plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits
- Under penalty of perjury, I certify that all the Taxpayer Identification Numbers in Section 2 are correct
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority
- No Financial Professional has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing signed by an officer of the company
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract
- The prospectus and applicable supplements contain more complete information including the limitations, restrictions and conditions that applies to the Certificate/Contract and any optional benefit riders

OPTIONAL GUARANTEED BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- There are additional charges for the elected optional benefit riders, unless otherwise noted in this enrollment form/application
- To receive the benefits under the rider(s), you must allocate amounts to the Protected Benefit Account Investment Options either immediately or at a future date, subject to the terms and limitations of the Certificate/Contract If AXA Equitable discontinues transfers and contributions to the Protected Benefit Account Investment Options, I/we will thereafter not be able to create or add to the benefit base
- The rollup rate used for the rollup benefit bases under GMIB and GMDB (if elected) does not represent a guarantee of my Account Value or Cash Value
- The benefit base does not represent an Account Value or Cash Value The benefit base cannot be split in connection with a divorce
- Unless otherwise declined, eligible Certificates/Contracts will automatically issue with the Automatic Reset program The Automatic Reset program resets my GMIB and if elected "Greater of" GMDB Rollup Benefit Base each year that I am eligible Resets will occur automatically unless such automatic resets are or have been terminated The annual reset will result in a new wait period to exercise the GMIB, of up to the later of 10 years or the original exercise date (but not later than age 95) which may be started beginning on each Contract Date Anniversary that the GMIB and if elected "Greater of" GMDB Rollup Benefit Base is reset If my Annuity Account Value does not exceed my GMIB benefit base on any Contract Anniversary, no reset will occur To cancel my reset I must submit a signed and completed reset cancellation request Any such request must be received at AXA Equitable's processing office at least 1 business day prior to the Contract Date Anniversary to which the cancellation applies Requests received after this window will apply the following year I am not able to cancel a reset once it has occurred For jointly owned Certificates/Contracts, eligibility to reset the benefit base is based on the age of the older owner
- We reserve the right to change the charge for the Guaranteed Minimum Income Benefit Rider and the "Greater of" Guaranteed Minimum Death Benefit Rider up to a maximum rate of 30% each at any time You will have the option to exercise or drop the GMIB and GMDB if a fee increase is imposed If we increase the charge for riders, you may elect to terminate your riders by submitting a written request to our Processing Office
- Withdrawals under the Certificate/Contract may reduce my optional benefit
- An optional benefit may be of limited use if required minimum distributions apply, now or in the future, to my Certificate/Contract because withdrawals that are made from this Certificate/Contract to meet the required amount may significantly reduce the benefit

I acknowledge that I have received the most current prospectus and supplement After reviewing my financial information and goals with my Financial Professional, I believe that this Certificate/Contract will meet my financial goals

Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information In order to retain the prospectus indefinitely, I understand that I must print it I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771 and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you have read and understand the information

X	Proposed Owner's Signature Signed at _____	City, _____	State _____	Date _____
X	Proposed Annuitant's Signature (if other than Owner) Signed at _____	City, State _____	Date _____	
X	Proposed Joint Owner's Signature (if other than Annuitant) Signed at _____	City, State _____	Date _____	
X	Proposed Joint Annuitant's Signature (if other than Owner) Signed at _____	City, State _____	Date _____	

12. Financial Professional Section

1. Does the Proposed Owner have any existing life insurance or annuity contracts?¹ ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)?¹ ☐ Yes ☐ No
3. Did you verify the identity and age by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty* Member of the Armed Forces? ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

* "Active Duty" means full-time in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X

Primary Financial Professional Signature _____ or _____ Agent Code _____
Print Name _____ % () - _____
Phone Number _____

Client Account Number _____ Email Address _____ Agent Location _____

X

Secondary Financial Professional Signature _____ Social Security Number _____ Agent Code _____
Print Name _____ % () - _____
Phone Number _____

Financial Professional Use Only. Contact your home office for program information.

Once selected, program cannot be changed.

☐ Option I ☐ Option II

¹ Please confirm that your response to this question is consistent with the response provided in section 7, Current Insurance.

RETIREMENT CORNERSTONE®

Enrollment Form/Application for an Individual Annuity

Please make checks payable to:

AXA Equitable
First-Class Mail:

AXA Equitable
Retirement Service Solutions
P.O. Box 1577
Secaucus, NJ 07096-1577



AXA EQUITABLE

Express Mail:

AXA Equitable
Retirement Service Solutions
500 Plaza Drive, 6th Floor
Secaucus, NJ 07094-3619

For Assistance, please call 888-517-9900
www.axa-equitable.com

CONTRACT SPECIFICS

1. Contract Series and Type

A. Choose a Contract Series.

☒ **Series B**

B. Choose a Contract Type.

☒ Available for All Series

- ☐ Non-Qualified
- ☐ Traditional IRA
- ☐ Roth IRA
- ☐ Qualified Plan Defined Contribution (DC)
- ☐ Qualified Plan Defined Benefit (DB)

NOT available for Series CP®.

- ☐ Inherited IRA BCO Direct Transfer of Decedent IRA¹
- ☐ Inherited Roth IRA BCO Direct Transfer of Decedent Roth IRA¹
- ☐ Non-Spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO¹
- ☐ Non-Spousal Beneficiary QP Direct Rollover to an Inherited Roth IRA BCO¹

¹ GMIB is not available.

C. Total Initial Contribution(s): \$ _____

Please review your prospectus to determine the minimum contribution requirements.

Specify Method(s) of Payment:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Check or Wire | <input type="checkbox"/> Rollover from eligible retirement plan (IRA or Roth) |
| <input type="checkbox"/> 1035 Exchange (from Single Owner Contract, NQ only) | <input type="checkbox"/> IRA Regular Contribution for the year 20__ (IRA or Roth) |
| <input type="checkbox"/> 1035 Exchange (from Joint Owner Contract, NQ only) | <input type="checkbox"/> Direct Rollover (Non-Spousal Beneficiary QP to Inherited IRA BCO) ¹ |
| <input type="checkbox"/> CD or Mutual Fund Proceeds (NQ only) | <input type="checkbox"/> Direct Rollover (Non-Spousal Beneficiary QP to Inherited Roth IRA BCO) ¹ |
| <input type="checkbox"/> Direct Transfer (IRA or Roth) | |

¹ GMIB is not available.

AXA Equitable Life Insurance Company

Home Office: 1290 Avenue of the Americas, New York, NY 10104

X03731_shared_variation
AXA Distributors, LLC



Cat. No. 150656
Page 1 of 9

(Must be legal resident of US.)

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** / / **Daytime Phone #**

Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN

Email Address _____

¹ The annuitant must complete this section if the owner is not an individual

(Must be legal resident of US.) NQ only

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** / / **Daytime Phone #**

Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one) ☐ SSN ☐ ITIN

U S A Primary Residential Address only — No PO Box Permitted City	State	ZIP Code
---	-------	----------

Email Address

Joint Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number	Exp Date (mm/dd/yyyy)
-----------------------	-----------------------

C. Annuitant(If other than Owner.)¹☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____ Daytime Phone # _____Name _____
(First) (Middle Initial) (Last)Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN _____

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

¹ Annuitant must complete the Patriot Act Information section on the previous page if the owner is NOT an individual.**D. Joint Annuitant**

• For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____ Daytime Phone # _____Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN _____

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

3. Beneficiary(ies)

(Please use Special Instructions for Additional Beneficiaries.)

Please enter the beneficiaries full name below. Unless otherwise indicated, proceeds will be divided equally.

A. Primary1. _____ % Relationship to Owner¹ _____
Primary Beneficiary Name
☐ SSN ☐ EIN ☐ ITIN _____ Date of Birth _____

Address Phone #

2. _____ % Relationship to Owner¹ _____
Primary Beneficiary Name
☐ SSN ☐ EIN ☐ ITIN _____ Date of Birth _____

Address Phone #

3. _____ % Relationship to Owner¹ _____
Primary Beneficiary Name
☐ SSN ☐ EIN ☐ ITIN _____ Date of Birth _____

Address Phone #

B. Contingent1. _____ % Relationship to Owner¹ _____
Contingent Beneficiary Name
☐ SSN ☐ EIN ☐ ITIN _____ Date of Birth _____

Address Phone #

2. _____ % Relationship to Owner¹ _____
Contingent Beneficiary Name
☐ SSN ☐ EIN ☐ ITIN _____ Date of Birth _____

Address Phone #

3. _____ % Relationship to Owner¹ _____
Contingent Beneficiary Name
☐ SSN ☐ EIN ☐ ITIN _____ Date of Birth _____

Address Phone #

¹ Please enter the relationship to the annuitant when the Owner is not an Individual.

4. Optional Guaranteed Benefit Rider Elections

Benefit Election Eligibility

Owner Issue Ages 20-80

- For issue ages 20-80 we will automatically issue the contract with the Guaranteed Minimum Income Benefit (GMIB) with Annual Reset combined with the Return of Principal death benefit, Unless you elect otherwise in Section 4A and 4B, proceed to Section 5.
- If you accept the Annual Reset, resets will occur automatically until such automatic resets are terminated. The reset will result in a new wait period to exercise the GMIB of up to the later of 10 years or the original exercise date, but not later than age 95.
- You may elect a Guaranteed Minimum Death Benefit (GMDB) other than the Return of Principal in section 4B.
- For Owner Issue ages 66 and older, the GMIB is only available with the Return of Principal GMDB or the Highest Anniversary Value death benefit.

Owner Issue Ages 81 and Older

- For Owner issue ages 81 and older, the GMIB and GMDB are not available. Please proceed to Section 5.

The Death benefit, if any, in connection with the Investment Account Value is equal to amounts in the Investment Account Investment Options.

- The benefit riders are optional and may only be chosen at the time of the application. There are additional charges for these riders, unless otherwise noted.
- If you opt out of the GMIB at issue by declining it below in section 4A, you will not be able to add it later.
- Benefits under these riders apply only to amounts allocated to the Protected Benefit Account Investment Options.
- You may allocate amounts to the Protected Benefit Account Investment Options immediately or at a future date, subject to the terms and limitations of the contract.
- If you do not allocate amounts to the Protected Benefit Account Investment Options, these rider(s) will have no value under your contract until you allocate amounts at a future date.

4A: Guaranteed Minimum Income Benefit (GMIB)¹

STOP Eligible contracts will automatically issue with the GMIB combined with the Return of Principal death benefit².

To opt out of the GMIB, please check the box below.

☐ I decline the GMIB

4B: Guaranteed Minimum Death Benefit (GMDB)

To elect a GMDB other than the Return of Principal death benefit², please make an election below:

- STOP** ☐ Greater of Annual Roll up to age 85 or Highest Anniversary Value to age 85 death benefit¹ (Available for Owner Issue ages 20-65 only if you did not opt out of the GMIB in section 4A)
- ☐ Highest Anniversary Value to age 85 death benefit (Available as a standalone death benefit for Owner Issue ages 0-80 or in combination with GMIB)

4C: Annual Reset Election

If you accepted the GMIB, your contract will automatically issue with the Automatic Reset program. The Automatic Reset program resets my GMIB and if elected the "Greater of" GMDB each year that I am eligible.

To opt out of the Automatic Reset Program, please check the box below.

☐ I decline the Automatic Reset Program.

Or to elect a Customized Reset Program, check the box below.

☐ **Customized Reset Program** Reset my GMIB and if elected "Greater of" GMDB each year up to and including the contract anniversary date in the year _____ only. I understand that resets will only occur during this time period if I am eligible. (yyyy)

Resets will occur automatically unless such automatic resets are or have been terminated. The reset will result in a new wait period to exercise the GMIB of up to the later of 10 years or the original exercise date, but not later than age 95.

¹ Not Available for Inherited IRA/Inherited Roth IRA.

² There is no charge for the Return of Principal death benefit.

5. Investment Selection

- You must allocate 100% of your initial contributions to either the Investment Options in Section 5A **OR** the Special DCA in Section 5B.
- All future allocations will be allocated according to the percentages below unless instructed otherwise by you.
- Contributions received after the Special DCA program terminates will be allocated to the Investment Account Investment Options and the Protected Benefit Account Investment Options according to the instructions below.
- If you do not allocate amounts to the Protected Benefit Account Investment Options, the optional rider(s) will have no value under your contract until you allocate amounts at a future date.

INVESTMENT ACCOUNT Investment Options

Enter the total percent you wish to allocate to your Investment Account below. Percentages must be whole numbers.

Please see the Investment Account Investment Option section at the bottom of this page and on page 6 to select your allocations.

Total Percent Allocated to Investment Account Investment Options _____ %

PROTECTED BENEFIT ACCOUNT Investment Options

The Protected Benefit Account Investment Options are only available if you elected an optional benefit in section 4. Investment in the Protected Benefit Account Investment Options is available to ages ~~0-80~~ 0-65. If you elected the "Greater of" GMDB in combination with the GMIB in section 4, these investment options are available for ages ~~0-65~~ 0-65. Enter the total percent you wish to allocate to your Protected Benefit Account Investment Options below. Percentages must be whole numbers.

Please see the Protected Benefit account Investment Options section at the bottom of page 6 to select your allocations.

Total Percent Allocated to Protected Benefit Account Investment Options _____ %

Total Investment Account Investment Options percentage plus Protected Benefit Account Investment Options percentage must equal 100%

Choose either 5A or 5B below.

5A: ☐ Immediate Allocation

- Allocate 100% immediately to the Investment Account Investment Options and/or the Protected Benefit Account Investment Options.

5B: ☐ Special Dollar Cost Averaging Programs

- Allocate 100% immediately to the Special Dollar Cost Averaging Program selected below.

Check box for one time period.

☒ 3 months ☐ 6 months ☐ 12 months

- Special DCA
- You may designate either or both the Investment Account Investment Options and the Protected Benefit Account Investment Options as the destination Option for DCA.

INVESTMENT ACCOUNT Investment Options

Percentages must be whole numbers

Allocation %

Asset Allocation

_____ % All Asset Aggressive - Alt 25
_____ % All Asset Growth - Alt 20
_____ % All Asset Moderate Growth - Alt 15
_____ % American Funds Insurance Series® Protected
_____ % Asset Allocation FundSM
_____ % AXA Aggressive Strategy
_____ % AXA Balanced Strategy
_____ % AXA Conservative Growth Strategy
_____ % AXA Conservative Strategy
_____ % AXA Growth Strategy
_____ % AXA Moderate Allocation
_____ % AXA Moderate Growth Strategy
_____ % BlackRock Global Allocation V.I. Fund
_____ % EQ/AllianceBernstein Dynamic Wealth Strategies
_____ % EQ/Franklin Templeton Allocation

Allocation %

Asset Allocation (Continued)

_____ % First Trust/Dow Jones Dividend & Income Allocation Portfolio
_____ % Franklin Income Securities Fund
_____ % Franklin Templeton VIP Founding Funds Allocation Fund
_____ % Ivy Funds VIP Asset Strategy
_____ % Twelve Balanced Portfolio
Large Cap
_____ % BlackRock Large Cap Growth V.I. Fund
_____ % EQ/BlackRock Basic Value Equity
_____ % EQ/Boston Advisors Equity Income
_____ % EQ/Capital Guardian Research
_____ % EQ/Davis New York Venture
_____ % EQ/Montag & Caldwell Growth
_____ % EQ/T. Rowe Price Growth Stock

INVESTMENT ACCOUNT Investment Options (Continued)

Percentages must be whole numbers

Allocation %

Large Cap (Continued)

_____ %	EQ/Wells Fargo Omega Growth
_____ %	Fidelity® VIP Contrafund® Portfolio
_____ %	Franklin Rising Dividends Securities Fund
_____ %	Invesco VI Diversified Dividend Fund
_____ %	Ivy Funds VIP Dividend Opportunities
_____ %	Lord Abbett Classic Stock
_____ %	MFS® Investors Growth Stock Series
_____ %	MFS® Investors Trust Series
_____ %	Multimanager Aggressive Equity
_____ %	Multimanager Large Cap Value
_____ %	Mutual Shares Securities Fund

Small/Mid Cap

_____ %	American Century VP Mid Cap Value Fund
_____ %	EQ/AllianceBernstein Small Cap Growth
_____ %	EQ/GAMCO Small Company Value
_____ %	EQ/Morgan Stanley Mid Cap Growth
_____ %	Fidelity® VIP Mid Cap Portfolio
_____ %	Goldman Sachs VIT Mid Cap Value Fund
_____ %	Invesco VI Mid Cap Core Equity Fund
_____ %	Invesco VI Small Cap Equity Fund
_____ %	Ivy Funds VIP Mid Cap Growth
_____ %	Ivy Funds VIP Small Cap Growth
_____ %	Lord Abbett Growth Opportunities
_____ %	Multimanager Mid Cap Growth
_____ %	Multimanager Mid Cap Value
_____ %	Multimanager Small Cap Value

PLUS/Hybrid

_____ %	EQ/Emerging Markets Equity PLUS
_____ %	EQ/Global Multi-Sector Equity
_____ %	EQ/International Core PLUS
_____ %	EQ/International Value PLUS
_____ %	EQ/Large Cap Growth PLUS
_____ %	EQ/Large Cap Value PLUS
_____ %	EQ/Mid Cap Value PLUS

International/Global

_____ %	AllianceBernstein VPS International Growth Portfolio
_____ %	American Funds Insurance Series® Global Small Capitalization Fund SM
_____ %	American Funds Insurance Series® New World Fund®
_____ %	EQ/MFS International Growth
_____ %	EQ/Oppenheimer Global
_____ %	Invesco VI International Growth Fund
_____ %	Lazard Retirement Emerging Markets Equity Portfolio
_____ %	MFS® International Value Portfolio
_____ %	Multimanager International Equity
_____ %	Templeton Developing Markets Securities Fund
_____ %	Templeton Foreign Securities Fund

Allocation %

Sector/Specialty

_____ %	EQ/GAMCO Mergers and Acquisitions
_____ %	EQ/National Resources PLUS
_____ %	EQ/Real Estate PLUS
_____ %	Invesco VI Global Real Estate Fund
_____ %	Ivy Funds VIP Energy
_____ %	Ivy Funds VIP Global Natural Resources
_____ %	Ivy Funds VIP Science & Technology
_____ %	MFS® Technology Portfolio
_____ %	MFS® Utilities Series
_____ %	PIMCO VIT CommodityRealReturn® Strategy Portfolio
_____ %	ProFund VP Biotechnology
_____ %	T Rowe Price Health Sciences Portfolio - II
_____ %	Van Eck VIP Global Hard Assets Fund

Index

_____ %	EQ/Common Stock Index
_____ %	EQ/Equity 500 Index
_____ %	EQ/International Equity Index
_____ %	EQ/Large Cap Growth Index
_____ %	EQ/Large Cap Value Index
_____ %	EQ/Mid Cap Index
_____ %	EQ/Small Company Index

Fixed Income

_____ %	American Funds Insurance Series® Bond Fund SM
_____ %	EQ/Core Bond Index
_____ %	EQ/Global Bond PLUS
_____ %	EQ/High Yield Bond
_____ %	EQ/Intermediate Government Bond
_____ %	EQ/Money Market
_____ %	EQ/PIMCO Global Real Return
_____ %	EQ/PIMCO Ultra Short Bond
_____ %	Fidelity® VIP Strategic Income Portfolio
_____ %	Franklin Strategic Income Securities Fund
_____ %	Guaranteed Interest Option (GIO) (maximum 25%)
_____ %	Invesco VI High Yield Fund
_____ %	Ivy Funds VIP High Income
_____ %	Lord Abbett Bond Debenture
_____ %	PIMCO VIT Emerging Markets Bond Portfolio
_____ %	PIMCO VIT Real Return Portfolio
_____ %	PIMCO VIT Total Return Portfolio
_____ %	Templeton Global Bond Securities Fund

100%
TOTAL%

Investment Account Investment Options*

* This amount represents 100% of the percentage is shown above in the Investment Account Investment Option section

PROTECTED BENEFIT ACCOUNT Investment Options

If you allocated 100% to the Investment Account Investment Options proceed to page 6 to enter your allocation instructions.

Percentages must be whole numbers

Allocation %

Asset Allocation

_____ %	GB AXA Aggressive Strategy
_____ %	GB AXA Balanced Strategy
_____ %	GB AXA Conservative Growth Strategy
_____ %	GB AXA Conservative Strategy
_____ %	GB AXA Growth Strategy
_____ %	GB AXA Moderate Growth Strategy
_____ %	GB EQ/AllianceBernstein Dynamic Wealth Strategies
100%	Protected Benefit Account Investment Options*

* This amount represents 100% of the percentage shown above in the Protected Benefit Account Investment Options section

6. Broker Transfer Authority Disclosure

☐ **Yes.** I have given authority to my Registered Representative to act as my agent and provide to AXA Equitable Investment Option transfer instructions by telephone or electronically, and I hereby authorize AXA Equitable to act on such instructions. I understand and acknowledge that AXA Equitable (i) may rely in good faith on the stated identity of the person placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. AXA Equitable will continue to act upon this authorization until such time as we receive written notification in our processing office that broker transfer authority has been terminated. Upon receipt of such notification, AXA Equitable will terminate the Registered Representatives ability to provide transfer instructions on your behalf. AXA Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity.

7. Current Insurance

1 Do you have any other existing life insurance or annuities? ☐ **Yes** ☐ **No**

2 Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued? ☐ **Yes** ☐ **No**

If **Yes** to question number 2, complete the following

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

8. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the enrollment form/application in a different state. **If you are signing this enrollment form/application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence where the enrollment form/application was signed (the state of sale) or

☐ I work or conduct business in the state where the enrollment form/application was signed (the state of sale)

If none of the above apply the enrollment form/application must be signed in your state of Primary Residence, unless we approve another state

9. Special Instructions

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — PO Box accepted	City	State	Zip Code
-----------------------------------	------	-------	----------

10. Fraud Warnings

Arkansas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **District of Columbia:** WARNING It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. **All Other States:** Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of committing a fraudulent insurance act, which may be a crime, and may subject such person to criminal and civil penalties.

11. Signature and Acknowledgements

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and qualified plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits
- Under penalty of perjury, I certify that all the Taxpayer Identification Numbers in Section 2 are correct
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority
- No Registered Representative has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing signed by an officer of the company
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract
- The prospectus and applicable supplements contain more complete information including the limitations, restrictions and conditions that applies to the Certificate/Contract and any optional benefit riders

OPTIONAL GUARANTEED BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- There are additional charges for the elected optional benefit riders, unless otherwise noted in this enrollment form/application
- To receive the benefits under the rider(s), you must allocate amounts to the Protected Benefit Account Investment Options either immediately or at a future date, subject to the terms and limitations of the Certificate/Contract. If AXA Equitable discontinues transfers and contributions to the Protected Benefit Account Investment Options, I/we will thereafter not be able to create or add to the benefit base
- The rollover rate used for the rollover benefit bases under GMIB and GMDB (if elected) does not represent a guarantee of my Account Value or Cash Value
- The benefit base does not represent an Account Value or Cash Value. The benefit base cannot be split in connection with a divorce
- Unless otherwise declined, eligible Certificates/Contracts will automatically issue with the Automatic Reset program. The Automatic Reset program resets my GMIB and if elected "Greater of" GMDB Rollover Benefit Base each year that I am eligible. Resets will occur automatically unless such automatic resets are or have been terminated. The annual reset will result in a new wait period to exercise the GMIB, of up to the later of 10 years or the original exercise date (but not later than age 95) which may be started beginning on each Contract Date Anniversary that the GMIB and if elected "Greater of" GMDB Rollover Benefit Base is reset. If my Annuity Account Value does not exceed my GMIB benefit base on any Contract Anniversary, no reset will occur. To cancel my reset I must submit a signed and completed reset cancellation request. Any such request must be received at AXA Equitable's processing office at least 1 business day prior to the Contract Date Anniversary to which the cancellation applies. Requests received after this window will apply the following year. I am not able to cancel a reset once it has occurred. For jointly owned Certificates/Contracts, eligibility to reset the benefit base is based on the age of the older owner
- We reserve the right to change the charge for the Guaranteed Minimum Income Benefit Rider and the "Greater of" Guaranteed Minimum Death Benefit Rider up to a maximum rate of 2.30% each at any time. You will have the option to exercise or drop the GMIB and GMDB if a fee increase is imposed. If we increase the charge for riders, you may elect to terminate your riders by submitting a written request to our Processing Office
- Withdrawals under the Certificate/Contract may reduce my optional benefit
- An optional benefit may be of limited use if required minimum distributions apply, now or in the future, to my Certificate/Contract because withdrawals that are made from this Certificate/Contract to meet the required amount may significantly reduce the benefit

I acknowledge that I have received the most current prospectus and supplement. After reviewing my financial information and goals with my Registered Representative, I believe that this Certificate/Contract will meet my financial goals.

Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771 and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you have read and understand the information.

X	Proposed Owner's Signature Signed at _____	City, _____	State <input type="text"/> <input type="text"/>	Date ____/____/____
X	Proposed Annuitant's Signature (if other than Owner) Signed at _____	City, _____	State _____	Date ____/____/____
X	Proposed Joint Owner's Signature (if other than Annuitant) Signed at _____	City, _____	State _____	Date ____/____/____
X	Proposed Joint Annuitant's Signature (if other than Owner) Signed at _____	City, _____	State _____	Date ____/____/____

12. Registered Representative Section

1. Does the Proposed Owner have any existing life insurance or annuity contracts?¹ ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)?¹ ☐ Yes ☐ No
3. Did you verify the identity and age by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty* Member of the Armed Forces? ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

¹ Please confirm that your response to this question is consistent with the response provided in section 7. Current Insurance.

* "Active Duty" means full-time in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X _____ or _____
Primary Registered Representative Signature Social Security Number Rep. Code

Print Name % () -
Phone Number

Client Account Number Email Address Broker Dealer Location

X _____
Secondary Registered Representative Signature Social Security Number Rep. Code

Print Name % () -
Phone Number

Registered Representative Use Only. Contact your home office for program information.

Once selected, program cannot be changed. Certain commission options may not be available through all selling Broker Dealers. Please check with your Broker Dealer for availability.

☐ Option I ☐ Option II

✓

Application for an Individual Annuity

Please make checks payable to: AXA Equitable

First Class Mail: AXA Equitable, [Retirement Service Solutions, P O Box 1577, Secaucus, NJ 07096-1577]

Express Mail: AXA Equitable, [Retirement Service Solutions, 500 Plaza Drive, 6th Floor, Secaucus, NJ 07094-3619]

For assistance, please call [888-517-9900] [\[www.axa-equitable.com\]](http://www.axa-equitable.com)

Please verify that the information reflects your choices/elections and sign where indicated.

CONTRACT SPECIFICS

Product Name: [Series B]
Initial Contribution: [\$20,000]
Initial Contribution: [\$5,000]
Total Initial Contribution(s):
Contribution Year: [2012]

Type of Contract: [Non-Qualified]
Method of Payment: [Check]
Method of Payment: [Rollover from eligible retirement plan (IRA or Roth)]

ACCOUNT REGISTRATION

Owner Type: [Individual]

Owner Information

Name [John Doe]
Residential Address [123 Main Street]
[Apt 8F]
[Anytown, Anystate 99999]

Mailing Address

Daytime Phone # [212-555-1234]
Gender [Male]
Date of Birth [08/01/1950]
TIN [123-45-6789]
TIN Type [SSN]
Email Address [john.doe@yahoo.com]

Owner Patriot Act Information

US Citizen [Yes]
US Visa Category
Occupation [Vice President]
Employer [AXA Equitable]
Form of Identification [Driver's License]
Identification Number [M123456789123]
Exp Date [Oct 2013]

Annuitant Information

Name [Jane Doe]
Residential Address [123 Main Street]
[Apt 8F]
[Anytown, Anystate 99999]

Daytime Phone # [212-555-1234]
Date of Birth [07/01/1950]
Gender [Female]

Joint Owner Information

Name
Residential Address

Mailing Address

Daytime Phone #
Gender
Date of Birth
TIN
TIN Type
Email Address

Joint Owner Patriot Act Information

US Citizen
US Visa Category
Occupation
Employer
Form of Identification
Identification Number
Exp Date]

Joint Annuitant Information

Name
Residential Address

Daytime Phone #
Date of Birth
Gender

TIN: [111-22-3333]
TIN Type: [SSN]

TIN:
TIN Type:

BENEFICIARY(IES)

<u>Name</u>	<u>Beneficiary Type</u>	<u>Percentage Allocation</u>	<u>Relationship to Owner</u>	<u>Date of Birth</u>	<u>SSN/TIN</u>	<u>Address/Home Phone #</u>
[Sue Doe]	[Primary]	[50%]	[Daughter]	[03/19/1975]	[123-456-7890]	[1 Main Street, Anytown, Anywhere 11111]
[Nancy Doe]	[Primary]	[50%]	[Daughter]	[09/19/1977]	[123-456-7899]	[1 Main Street, Anytown, Anywhere 11111]
[Mary Doe]	[Contingent]	[100%]	[Granddaughter]	[08/25/2000]	[123-456-7889]	[1 Main Street, Anytown, Anywhere 11111]

OPTIONAL BENEFIT

[GMIB II and "Greater of" GMDB II]
[Earnings Enhancement Benefit]
[Automatic Reset Election]

INVESTMENT ALLOCATION

[Total Percentage Allocated to the Investment Account]
[Total Percentage Allocated to the Protected Benefit Account]

DOLLAR COST AVERAGING PROGRAMS

[Your initial contribution will be allocated 100% to the Special Dollar Cost Averaging program elected in this section.]

[Special DCA 12-Months]

INVESTMENT SELECTION

[Investment Account Investment Options] [Protected Benefit Account Investment Options]

[AXA Balanced Strategy IB]	[25%]	[AXA Growth Strategy IB]	[25%]
[EQ/Equity Growth PLUS]	[25%]	[EQ/Capital Guardian Research]	[25%]

SPECIAL INSTRUCTIONS

CONTRACT STATE

☒ I have a second residence where the enrollment form/application was signed (the state of sale) or

☐ I work or conduct a business in the state where the enrollment form/application was signed (the state of sale)

CURRENT INSURANCE

- 1 Do you have any other existing life insurance or annuities? ☐ Yes ☒ No
- 2 Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued? ☐ Yes ☒ No

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

FRAUD WARNINGS

Arkansas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison **District of Columbia:** WARNING It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits **All Other States:** Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may be guilty of committing a fraudulent insurance act, which may be a crime, and may subject such person to criminal and civil penalties

SIGNATURES AND ACKNOWLEDGEMENTS

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- ACCOUNT VALUE(S) ATTRIBUTABLE TO ALLOCATIONS IN THE INVESTMENT OPTIONS, AND ANY VARIABLE ANNUITY BENEFIT PAYMENTS I MAY ELECT, MAY INCREASE OR DECREASE AND ARE NOT GUARANTEED AS TO THE DOLLAR AMOUNT.**
- In the case of IRAs and Qualified Plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Contract does not provide additional benefits
- Under penalty of perjury, I certify that the Tax Identification Number in the Account Registration section is correct
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority
- No registered representative has the authority to make or modify any Contract on behalf of AXA Equitable, or to waive or alter any AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Contract and benefits applied for, or to the age at issue, in writing signed by an officer of the company
- Charges under the Contract generally apply for the duration of the Contract
- The prospectus and applicable supplements contain more complete information including the limitations, restrictions and conditions that applies to the Contract and any optional benefit riders

OPTIONAL GUARANTEED BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT :

- There are additional charges for the elected optional benefit riders, unless otherwise noted in this application
- To receive the benefits under the rider(s), you must allocate amounts to the Protected Benefit Account Investment Options either immediately or at a future date, subject to the terms and limitations of the Contract. If AXA Equitable discontinues transfers and contributions to the Protected Benefit Account Investment Options, I/we will thereafter not be able to create or add to the benefit base
- The rollover rate used for the rollover benefit bases under the GMIB and GMDB (if elected) does not represent a guarantee of my Account Value or Cash Value
- The benefit base does not represent an Account Value or Cash Value. The benefit base cannot be split in connection with a divorce

- Unless otherwise declined, eligible contracts will automatically issue with the Automatic Reset program. The Automatic Reset program resets my GMIB and if elected "Greater of" GMDB Rollup Benefit Base each year that I am eligible. Resets will occur automatically unless such automatic resets are or have been terminated. The annual reset will result in a new wait period of up to [10 years] to exercise the GMIB, of up to the later of 10 years or the original exercise date (but not later than age [95]) which may be started beginning on each Contract Date Anniversary that the GMIB and if elected "Greater of" GMDB Rollup Benefit Base is reset. If my Annuity Account Value does not exceed my GMIB benefit base on each Contract Anniversary, no reset will occur. To cancel my reset I must submit a signed and completed reset cancellation request. Any such request must be received at AXA Equitable's processing office at least 1 day prior to the Contract Date Anniversary to which the cancellation applies. Requests received after this window will apply the following year. I am not able to cancel a reset once it has occurred. For jointly owned Contracts, eligibility to reset the benefit base is based on the age of the older owner.
- We reserve the right to charge for the Guaranteed Minimum Income Benefit Rider and the "Greater of" Guaranteed Minimum Death Benefit rider up to a maximum rate of [2 30%] each at any time. You will have the option to exercise or drop the GMIB and GMDB if a fee increase is imposed. If we increase the charge for riders, you may elect to terminate your riders by submitting a written request to our Processing Office.
- Withdrawals under the Contract may reduce my optional benefit.
- An optional benefit may be of limited use if required minimum distributions apply, now or in the future, to my Contract because withdrawals that are made from this Contract to meet the required amount may significantly reduce the benefit.

I acknowledge that I have received the most current prospectus and supplement for Retirement Cornerstone. After reviewing my financial information and goals with my Registered Representative, I believe that this Certificate/Contract will meet my financial goals.

☐ **Yes** By checking this box, and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and that I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at [1-800-789-7771], and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

When you sign this enrollment form/application, you are agreeing that all information and statements are true and complete and the elections that you have made in this enrollment form/application are accurate and acknowledge that you understand the terms and conditions set forth in this enrollment form/application.

**SIGN
HERE**

X	[John Doe]	[Anytown, Anystate]	[5/1/2012]
	Proposed Owner's Signature Signed at	City, State	Date
X	[John Doe]	[Anytown, Anystate]	[5/1/2012]
	Proposed Annuitant's Signature (if other than owner) Signed at	City, State	Date
X			
	Proposed Joint Owner's Signature (if other than annuitant) Signed at	City, State	Date
X			
	Proposed Joint Annuitant's Signature (if other than owner) Signed at	City, State	Date

REGISTERED REPRESENTATIVE SECTION

1. Does the proposed insured have any existing life insurance or annuity contracts? ☐ Yes ☒ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming that the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ☐ Yes ☒ No
3. Did you verify the identity by reviewing the driver's license, passport, or photo ID issued by a State agency of each Owner/Annuitant, inquired about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associated with) a foreign military government or political official? ☒ Yes ☐ No
4. Is the Proposed Insured currently Active Duty Member of the Armed Forces? ☐ Yes ☒ No

REGISTERED REPRESENTATIVE INFORMATION

Registered Representative Name: [John Smith]
Rep Code: [12345]
Phone Number: [212-555-2222]
Email Address: [john.smith@chase.com]
Broker-Dealer Name: [Chase]
Home Office Option: [Option1]

SIGN
HERE

X [John Smith]

[05/12/2012]

Registered Representative Signature

Date

State:	Arkansas	Filing Company:	AXA Equitable Life Insurance Company
TOI/Sub-TOI:	A02.11 Individual Annuities- Deferred Non-Variable and Variable/A02.11.002 Flexible Premium		
Product Name:	Retirement Cornerstone 13		
Project Name/Number:	Retirement Cornerstone 13/ICC12RC13DP-B		

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Statements of Variability		
Comments:			
Attachment(s):			
VTM - ICC - ICC12GMDBRC13.pdf			
VTM - ICC - for Bonus Endorsement RC13.pdf			
VTM - ICC - ICC12GBENDORC13.pdf			
VTM - ICC - ICC12ATPRC13_with RC12 Transfer Points.pdf			
VTM - ICC - ICC12GMIBRC13gp Rev 11 27.pdf			
VTM - ICC - RC13-SOV for Market Endorsements-Clean.pdf			
SOV for 2012 App 01 RC13 & 2012 App 02 RC13.pdf			
SOV for 2012 App 02 RC13F.pdf			
SOV for E 2012 App 02 RC13.pdf			
RC 13-SOV B Share Data Pgs-NON-COMPACT.pdf			
RC 13-SOV CP Share Data Pgs-NON-COMPACT.pdf			
RC 13-SOV L Share Data Pgs-NON-COMPACT.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Compliance Certification		
Comments:			
Attachment(s):			
ArkansasComplianceBull11-83Crt.pdf			
ArkansasComplianceCrt Regulation 19s 10B.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Filing Letter		
Comments:			
Attachment(s):			

SERFF Tracking #:	ELAS-128793192	State Tracking #:		Company Tracking #:	ICC12RC13DP-B
State:	Arkansas	Filing Company:	AXA Equitable Life Insurance Company		
TOI/Sub-TOI:	A02.11 Individual Annuities- Deferred Non-Variable and Variable/A02.11.002 Flexible Premium				
Product Name:	Retirement Cornerstone 13				
Project Name/Number:	Retirement Cornerstone 13/ICC12RC13DP-B				

AR - RC 13 Filing Letter.pdf

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability For Rider forms ICC12GMDBGRRRC13, ICC12GMDHBHAVRC13, ICC12GMDHBHAV-IBRC13 and ICC12GMDBROPRC13

Above forms are for use with Contract Forms ICC12BASE3-A and ICC12BASE4-A.

The following comments describe the nature and scope of the illustrative and variable material contained in the riders shown in brackets listed below. When applicable, alternate text is provided. The actual rider a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Rider Descriptions:

"Greater of" GMDB Rider
"Highest Anniversary Value" GMDB Rider
"Highest Anniversary Value" GMDB with GMIB Rider
"Return of Principal" GMDB Rider

Rider Form Numbers:

ICC12GMDBGRRRC13
ICC12GMDHBHAVRC13
ICC12GMDHBHAV-IBRC13
ICC12GMDBROPRC13

Rider ICC12GMDBGRRRC13

1. Page 1 and throughout the Rider: References to [Age 85] or [85th Birthday] may vary based on a change in product design. It may range from age 70 to age 95.
2. Page 1: The bracketed text beginning with [The terms and conditions of a spouse's right...] will appear if an attached market segment endorsement contains "Spousal Continuation". Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future. The applicable market segment will be shown in the endorsement.
3. Page 2 and throughout the Rider: "Special [Money Market] Dollar Cost Averaging": Special Dollar Cost Averaging, our general account Special Dollar Cost Averaging option, is available under Series B and L, while Special Money Market Dollar Cost Averaging, our Money Market Dollar Cost Averaging option, is available under Series CP.
4. Page 2: "Guaranteed Interest Option" will appear when it is part of the IA list of Investment Options.
5. Page 3: The bracketed text beginning with "Any Credits and applicable Earnings Bonus applied to your Annuity Account Value provided under your Endorsement Applicable to Credits and Earnings Bonuses....." will appear in Riders issued under Series CP Contracts only.
6. Page 3: "each Contract Year" may vary to "each month, quarter or other period up until each 5th Year"
7. Page 3 and throughout the Rider: Text pertaining to Non-Qualified Contracts as shown in this section will appear only in Riders issued to NQ Contract Owners.

8. Pages 4 – 6: The bracketed text will appear when the ATP Endorsement is issued under the Contract.\
9. Page 4 and throughout the Rider: The text “in the Contract Year of your PBA Funding Date” may be replaced with “in the Contract Year of your PBA Funding Date and the “five” Contract Years thereafter.” “Five” may range from “zero” to “ten”.
10. Page 4 and throughout the Rider: The text pertaining to required minimum distributions taken through our Automatic RMD Withdrawal Service will appear in Contracts in the IRA market segment only. It will appear in the IRA market segment if we avail this enhanced withdrawal treatment.
11. Page 6: The first paragraph is bracketed text under “HAV Benefit Base” to provide for effect of withdrawal flexibility. It will not print if the withdrawal treatment is exclusively dollar for dollar, nor will “thereafter” in the second paragraph. If prorata treatment applies after a wait period, the clause beginning with: “Prior to completion of the Contract Year of your PBA Funding Date” may be replaced with : “Prior to completion of the Contract Year of your PBA Funding Date and [five] Contract Years thereafter. ” “Five” may vary from zero to ten. If withdrawal treatment is exclusively pro-rata, only the first paragraph will print only and without the bracketed clause.
12. Page 7: Under “Rollup Benefit Base – Withdrawals Prior to Age [85]” the clause “Prior to completion of the Contract Year of your PBA Funding Date” may be replaced with “Prior to completion of the Contract Year of your PBA Funding Date and [five] Contract Years thereafter”
13. Page 6: The bracketed text beginning with [RMD Withdrawals made under our Automatic Withdrawal Service...] will not appear if RMD Withdrawals under the Automatic RMD Withdrawal Service are adjusted on a pro-rata basis. The reference to [immediately] could range from [one month after the Contract Date] to [after the first to fifteenth Contract Anniversary Date following your PBA Funding Date].
14. Page 6: The charge of [1.15%] for the Rider will range from 0.65% to 2.00%. The maximum charge of [2.30%] for the Rider will range from 1.00% to 3.00%. Reference to [two] Contract Years may range from “0” to “ten” Contract Years. “30” days advance notice may range from “20” to “45”. “30” Day Rider Drop Period may range from “20” to “45”.
10. Page 8: The names of the Company’s officers are bracketed and may change in the future.

Rider ICC12GMDBHAV-IBRC13

1. Page 1 and throughout the Rider: References to [Age 85] or [85th Birthday] may vary based on a change in product design. It may range from age 70 to age 95.
2. Page 1: The bracketed text beginning with [The terms and conditions of a spouse’s right...] will appear if an attached market segment endorsement contains “Spousal Continuation”. Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future. The applicable market segment will be shown in the endorsement.
3. Page 2: “Special [Money Market] Dollar Cost Averaging”: Special Dollar Cost Averaging, our general account Special Dollar Cost Averaging option, is available under Series B and L, while Special Money Market Dollar Cost Averaging, our Money Market Dollar Cost Averaging option, is available under Series CP.
- 3.01 Page 2: “Guaranteed Interest Option” will appear when it is part of the IA list of Investment Options

4. Page 3: The bracketed text beginning with “Any Credits and applicable Earnings Bonus applied to your Annuity Account Value provided under your Endorsement Applicable to Credits and Earnings Bonuses.....” will appear in Riders issued under Series CP Contracts only.
5. Page 3: The text “the Contract Year of your PBA Funding Date” may be replaced with “the Contract Year of your PBA Funding Date and the “five” Contract Years thereafter.” “Five” may range from “zero” to “ten”.
- 5.01 Page 3: The text pertaining to required minimum distributions taken through our Automatic RMD Withdrawal Service will appear in Contracts in the IRA market segment only. It will appear in the IRA market segment if we avail this enhanced withdrawal treatment.
6. Page 4: The charge of [0.35%] for the Rider will range from 0.15% to 0.75%.
7. Page 5: The bracketed text beginning with: [*Effect of Termination or Change...*] and [Your Death Benefit is terminated automatically...] will appear when the Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s) is issued under a Contract.
8. Page 6: The names of the Company’s officers are bracketed and may change in the future.

Rider ICC12GMDBHAVRC13

- A. The cover sheet will issue only when this Rider is elected post-issue. Therefore the whole block of text is bracketed as variable. This text will also vary based on Contract Owner information.
1. Page 1 and throughout the Rider: References to [Age 85] or [85th Birthday] may vary based on a change in product design. It may range from age 70 to age 95.
2. Page 1: The bracketed text beginning with [The terms and conditions of a spouse’s right...] will appear if an attached market segment endorsement contains “Spousal Continuation”. Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future. The applicable market segment will be shown in the endorsement.
3. Page 2: “Special [Money Market] Dollar Cost Averaging”: Special Dollar Cost Averaging, our general account Special Dollar Cost Averaging option, is available under Series B and L, while Special Money Market Dollar Cost Averaging, our Money Market Dollar Cost Averaging option, is available under Series CP.
- 3.01 Page 2: “Guaranteed Interest Option” will appear when it is part of the IA list of Investment Options
Page 3: The bracketed text beginning with “Any Credits and applicable Earnings Bonus applied to your Annuity Account Value provided under your Endorsement Applicable to Credits and Earnings Bonuses.....” will appear in Riders issued under Series CP Contracts only.
4. Page 4: The charge of [0.35%] for the Rider will range from 0.15% to 0.75%.
5. Page 4: The bracketed text beginning with: [*Effect of Termination or Change...*] and [Your Death Benefit is terminated automatically...] will appear when the Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s) is issued under a Contract.

6. Page 5: The names of the Company's officers are bracketed and may change in the future.

Rider ICC12G MDBROPRC13

- A. The cover sheet will issue only when this Rider is elected post-issue. Therefore the whole block of text is bracketed as variable. This text will also vary based on Contract Owner information.
1. Page 1: The bracketed text beginning with [*The terms and conditions of a spouse's right...*] will appear if an attached market segment endorsement contains "Spousal Continuation". Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future. The applicable market segment will be shown in the endorsement.
2. Page 2: "Special [Money Market] Dollar Cost Averaging": Special Dollar Cost Averaging, our general account Special Dollar Cost Averaging option, is available under Series B and L, while Special Money Market Dollar Cost Averaging, our Money Market Dollar Cost Averaging option, is available under Series CP.
- 2.01 Page 2: "Guaranteed Interest Option" will appear when it is part of the IA list of Investment Options
3. Page 2: The bracketed text beginning with "Any Credits and applicable Earnings Bonus applied to your Annuity Account Value provided under your Endorsement Applicable to Credits and Earnings Bonuses....." will appear in Riders issued under Series CP Contracts only.
4. Page 3: The reference to age [76] may range from 70 to 95.
5. Page 4: There is currently no charge for this Rider. If a charge applies in the future, it will range from 0.01% to 0.50%. The following text will be included:

The charge for this benefit is [0.35%] of the G MDB Benefit Base. This charge is based on the G MDB Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your PBA Investment Options on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section VI. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the PBA Investment Options on a pro-rata basis. If there is insufficient value or no value in the PBA Investment Options any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the portion of the Account for Special [Money Market] Dollar Cost Averaging designated for the PBA Investment Options.

6. Page 4: The bracketed text beginning with: [*Effect of Termination of this Rider on your Death Benefit...*] will appear when the Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s) is issued under a Contract.
7. Page 4: The names of the Company's officers are bracketed and may change in the future.

AXA EQUITABLE LIFE INSURANCE COMPANY

**Statement of Variability
For form Endorsement ICC12BONUSRC13**

The above form is for use with Contracts ICC12BASE3-A and ICC12BASE4-A.

The following comments describe the nature and scope of the illustrative and variable material contained in the endorsement form. They are numbered in order as to where they appear in the form and as indicated with respect to the bracketed areas that may change. When applicable, alternate text is provided. The actual endorsement form a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contract is available for issue as an Individual Retirement Annuity (**IRAs**), Defined Contribution Qualified Plan (**QP-DC**), and Defined Benefit Qualified Plan (**QP-DB**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted form is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Endorsement ICC12BONUSRC13

1. **Page 1:** The current applicable Credit Percentage is shown in the endorsement. We may change the Credit Percentage rate for new issues of the Contract; such rate may range from 0.5% - 8%.

We may offer a tiered Credit Percentage rate structure based on the total contributions received for new issues of the Contract. If this tiered Credit structure is implemented, the following alternate text will be used:

“The applicable *Credit Percentage* is based on total Contributions during the first “twelve months” less any withdrawals during the first “twelve months”, determined from the following table:

<u>Expected First “twelve months” Total Contribution Received</u>	<u>Credit Percentage applied to all Contributions</u>
Less than \$350,000	2.5%
\$350,000 and greater	3%

We may change the Credit Percentage rate and/or Contribution breakpoints applicable for new issues of the Contract. We may add, change or delete breakpoints in the future. Such change would contemplate the minimum and maximum values presented herein. Any conditions relating to Credits payment will be reflected in this section.

<u><i>Credit Percentage Rates</i></u>	<u><i>Credit Percentage Rate Ranges are:</i></u>
---------------------------------------	--

2.5%	0.5% - 8%
------	-----------

3%	0.5% - 8%
----	-----------

<u><i>Contribution Breakpoints</i></u>	<u><i>Contribution Breakpoint Ranges:</i></u>
--	---

Less than \$350,000	\$10,000 - \$500,000
---------------------	----------------------

\$350,000 and greater	\$50,000 - \$5,000,000
-----------------------	------------------------

2. **Page 2:** Conditions currently applicable are:

- A. recovery of Credits on subsequent Contributions made within “three” years of commencing annuity payments (the recovery of Credits period may range from “three” to “five” years); and
- B. a five year wait period for annuitization (the wait period may range from “three” to “seven” years);
- C. recovery of Credits if the Owner dies during the twelve month period following the Company’s receipt of a Contribution to which a Credit was applied (the twelve month recovery period may range from “six” to “twelve” months). Time periods shown in the Conditions Provision may change on a new business basis only. Any such change will be reflected in the Endorsement.

3. **Page 3:** The Earning Bonus rate may range from 0.5% to 8%. If a tiered rate structure is introduced on a new business basis, the Earnings Bonus rate may also be tiered.

4. **Page 3:** If the Company offers a benefit of a *tiered* Credit Amount based on the total Contributions received for the first “twelve” months; the twelve month Contribution period may range from “two” to “twelve” months. If this benefit is offered, the following text which is an additional “Condition” will appear in the Endorsement Applicable to Credits and Earnings Bonuses:

“The amount of the initial Contribution will be used initially to determine your Credit Percentage from the above table. If an additional Contribution received during the first “twelve months” brings your First “twelve months” Total Contributions to a level that qualifies you for a higher Credit Percentage, the higher Credit Percentage will be applied to all Contributions, and an adjustment for prior Credits will be made on the Transaction Date of such additional Contribution. The amount of such adjustment will be equal to the difference in the Credit Percentages multiplied by the total Contributions to which the

lower rate had been applied. This amount will be allocated among the Investment Options in the same proportion as such additional Contribution.

The Credit Percentage applied to each Contribution after the first “twelve months” will be the Credit Percentage in effect on the first Contract Date Anniversary.”

5. **Page 3:** The Company Officer’s signatures are bracketed and may change in the future.

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability For Form ICC12GBENDORC13

Above forms are for use with Contracts ICC12BASE3-A and ICC12BASE4-A.

The following comments describe the nature and scope of the illustrative and variable material contained in the endorsement form. They are numbered in order as to where they appear in the form and as indicated with respect to the bracketed areas that may change. When applicable, alternate text is provided. The actual endorsement form a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contract is available for issue as an Individual Retirement Annuity (**IRAs**), Defined Contribution Qualified Plan (**QP-DC**), and Defined Benefit Qualified Plan (**QP-DB**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Endorsement ICC12GBENDORC13

1. **Page 1:** Text will vary based on the type of Contract issued. The text for the B, CP, and L Share products is shown. The following alternate text applies to a Share Class product that is sold without withdrawal charges. In the following text, "four Contract Years" may range from "one Contract Year" to "Fifteen Contract Years."

[Applicable to Share Class Contracts sold without Withdrawal Charges]

[If you allocate amounts to the Protected Benefit Account at issue and you have completed at least [four Contract Years], you may terminate your GMIB and GMDB or terminate your GMIB and retain your GMDB. If you allocated amounts to your Protected Benefit Account after issue, you may not terminate or change Riders until the later of your Contract Date Anniversary following such allocation or [four years] from your Contract Date. The table on page 3 shows the effect of a post-funding termination or change on your Contract.] "four Contract Years" may range from 1 to 10 Contract Years.

2. **Page 1:** Officer's signatures are bracketed and may change in the future.

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability

For Endorsement Form ICC12ATPRC13

The above forms are for use with Contract Form ICC12BASE3-A and ICC12BASE4-A marketed as AXA Equitable's "Retirement Cornerstone 13"

The following comments describe the nature and scope of the illustrative and variable material contained in the endorsement form shown in brackets. When applicable, alternate text is provided. The actual endorsement a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Endorsement ICC12ATPRC13

1. Page 1: The ATP Investment Option (AXA Ultra Conservative Strategy Investment Option) may be substituted for an Investment Option of similar investment policy.
2. Page 2: The "28th" day of the month may change based on administrative capabilities. Such date may vary from the 15th to the 30th day of the month.
3. Page 2: "Twelfth" month may vary from the "first" to the "eleventh."
4. Page 2: The appropriate cross reference to an optional rider will be shown in the Endorsement.
5. Page 2 and Appendix 1: Bracketed Transfer Point percentages shown on page 2 and Appendix 1:

Value	Range
Minimum Transfer Point	plus or minus 10%
Maximum Transfer Point	plus or minus 10%

6. Page 2: 2% may vary from 0.5 to 4%.
7. Page 2: 20th may vary from 10th to 30th.
8. Page 4 and throughout the Endorsement: "Money Market" is bracketed because, under Series ADV, C and CP, Special "Money Market" Dollar Cost Averaging (our Money Market Dollar Cost Averaging option), is available. Under Series B and L, Special Dollar Cost Averaging (our general account Special Dollar Cost Averaging option) is available. Accordingly, the referenced endorsement is issued with the respective products as shown in this section and throughout the Endorsement.

9. Page 5: The Minimum Transfer Threshold Amounts: 1% may vary from 0.25% to 2%, and \$1000 may vary from \$250 to \$2000.
10. Page 6: item F. “ATP Exit Option” The bracketed text in the first sentence may vary as follows:

The clause “After the Contract Year in which the PBA Funding Date occurs,” will not appear if there is no wait for this feature. Alternatively, the following clause will appear if there is a longer wait period: “After the Contract Year in which the PBA Funding Date occurs and the [five] Contract years thereafter. “Five” may range from “0” to “10”.

“once” may vary from “twice” to “twelve” times

95th birthday may range from 60th to 100th

“one” may vary from “two” to “twelve times”

“ATP Year” may vary to “month” or “monthiversary”

11. Page 6: **New BB** (Benefit Base) Formula

3% may range from 2% to 6%

12. Page 8: The Company Officer’s signatures and titles are bracketed and may change in the future.

AXA EQUITABLE LIFE INSURANCE COMPANY
Statement of Variability
For Rider Form ICC12GMIBRC13

The above form is for use with Contract Forms ICC12BASE3-A and ICC12BASE4-A.

The following comments describe the nature and scope of the illustrative and variable material for language contained in the rider shown in brackets. When applicable, alternate text is provided. The actual rider a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Rider ICC12GMIBRC13

1. Page 1 and later: "30" days as shown in this section and throughout the Rider may vary from 15 to 120 days. Accordingly, 30th day may vary from 15th to 120th day.
2. Page 1: The bracketed text beginning with "The terms and conditions of a spouse's right..." will appear if an attached market segment endorsement contains "Spousal Continuation". Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future. The applicable market segment will be shown in the endorsement.
3. Page 2 and later: "Money Market" is bracketed because, under Series CP, Special "Money Market" Dollar Cost Averaging (our Money Market Dollar Cost Averaging option), is available. Under Series B and L, Special Dollar Cost Averaging (our general account Special Dollar Cost Averaging option) is available. Accordingly, the applicable endorsement is issued with the respective products as shown in this section and throughout the Rider.
4. Page 2: "and the Guaranteed Interest Option" will appear when it is part of the IA list of Investment Options.
5. Page 3: The bracketed text beginning with "Any Credits and applicable Earnings Bonus applied to your Annuity Account Value provided under your Endorsement Applicable to Credits and Earnings Bonuses....." will appear in Riders issued under Series CP Contracts only.
6. Page 3: "each Contract Year" may vary to "each month, quarter or other period up until each 5th Year"
7. Page 3 and throughout the Rider: References to "95th birthday" and "age 95" may be revised to comply with regulatory changes pertaining to annuity contract maturity age requirements. It may also vary based on a change in product design. It may range from age 80-105.
8. Page 3 and throughout the Rider: Text prefaced by "**NQ only**" pertaining to Non-Qualified Contracts as shown in this section will appear only in Riders issued to NQ Contract Owners.
9. Pages 4 and throughout the Rider: The bracketed text regarding ATP will appear when the ATP Endorsement is issued under the Contract.
- 9.01 Page 5 and throughout the Rider: The text "in the Contract Year of your PBA Funding Date" may be replaced with "in the Contract Year of your PBA Funding Date and the "five" Contract Years thereafter." "five" may range from "zero" to "ten".

10. Page 5 and throughout the Rider: The text pertaining to required minimum distributions taken through our Automatic RMD Withdrawal Service will appear in Contracts in the IRA market segment only. It will appear in the IRA market segment if we avail this enhanced withdrawal treatment. Accordingly, to align with Section D7, the first two paragraphs of Section D7 will appear when RMD text applies. Reference to the ATP Investment Option will appear when the ATP Endorsement is issued with the Contract.
11. Page 7 : The text “in the Contract Year following your PBA Funding Date” may be replaced with “in the Contract Year following your PBA Funding Date and the “five” Contract Years thereafter.” “five” may range from “zero” to “ten”.
12. Page 8: Reference to bracketed (first) Contract Date Anniversary may range from the first to the fifteenth.
13. There is no item 13.
14. Page 8: The reference to the new waiting period to exercise the GMIB of up to the later of 10 years may range from 1-15 years.
15. Page 8: Age 86 will range from 70-95.
16. Page 8: In the second paragraph of D. 8, the following sentence will appear if we waive the ten year wait for GMIB Exercise upon a reset of the GMIB Benefit Base at the ages shown. (If you reset your GMIB Benefit base on or after age (86), notwithstanding anything to the contrary, you may elect a GMIB Exercise Option described in Part III of this GMIB Rider upon your Contract Date Anniversary following your (95th) birthday, or if earlier, your Maturity Date).
17. Page 9: The text “The annual Lifetime GMIB Payments will be made to the plan.” will appear for QP Contracts only.
18. Page 9: Regarding reference to “single life annuity” if an alternate form of benefit is offered reference thereto would show. Such alternate form currently contemplated is life with a period certain.
19. Page 9: Text pertaining to Required Minimum Distributions will appear with Traditional IRA Contracts only.
20. Page 10: Regarding reference to “our Life Annuity with a Period Certain payout option” if an alternate form of benefit is offered reference thereto would show. Such alternate form currently contemplated is life with a period certain.
21. Page 10: The ages and wait periods for GMIB Exercise may vary by plus or minus 10 years for each group of contract Owners.
- 21.01 Page 11: Contract Year “1 or 2” may appear as “Contract Year 1 through “5” and “5” may vary from 3 to 10. The text Contract Year “3” will vary accordingly depending on the number of Contract Years applicable. “Second” will vary based on the number of Contract Years, up to “tenth.”
22. Page 11: Regarding reference to “period certain”, if an alternate form of supplementary contract is offered reference thereto would show. Such alternate form currently contemplated is life with a period certain.
23. Page 13: The current charge of 1.15% for this Rider will range from 0.65% to a maximum of 2.00%. The maximum charge of 2.30% will range from 1.00% to 3.00%.

- 24. Page 13: Regarding reference to “two”, we may change the charge for this Rider after the completion of two Contract Years. Accordingly, “third” may vary. The number of Contract Years may vary from 1-10 Contract Years.
- 25. Page 15: Regarding the bracketed text in Section VIII, the endorsements applicable under the Contract when this Rider is elected will print in Section VIII.
- 26. Page 15. The names of the Company’s officers are bracketed and may change in the future.
- 27. Page 16: The GMIB Purchase Factors are shown in the Rider. We may issue the Rider with the following alternate tables shown on the next page. We plan to offer Version 2 at launch (which is shown in the Rider). If the interest rate environment changes, we may offer Version 1 if rates increase or Version 3 if rates decrease.

The descriptions for the GMIB Purchase Factors vary as follows:

Version 1: “The amount of income provided under an Annuity Benefit payable on the Life Annuity Form is based on 1.00% interest and mortality equal to 40% for males and 39% for females of the Annuity 2000 Mortality Table projected at 1.20% for males and 1.35% for females for a number of years equal to attained age minus 20, but not less than 30.”

Version 3: “The amount of income provided under an Annuity Benefit payable on the Life Annuity Form is based on 1.00% interest and mortality equal to 32% for males and 29% for females of the Annuity 2000 Mortality Table projected at 1.10% for males and 1.15% for females for a number of years equal to attained age minus 20, but not less than 30.”

Version 1**Life Only**

<u>Age</u>	<u>Male</u>	<u>Female</u>
60	[3.00	2.83
61	3.05	2.88
62	3.11	2.93
63	3.17	2.99
64	3.24	3.04
65	3.30	3.10
66	3.37	3.17
67	3.45	3.23
68	3.52	3.30
69	3.60	3.37
70	3.69	3.45
71	3.77	3.53
72	3.86	3.61
73	3.96	3.70
74	4.06	3.79
75	4.16	3.89
76	4.27	3.99
77	4.39	4.09
78	4.51	4.21
79	4.64	4.33
80	4.77	4.45
81	4.91	4.59
82	5.06	4.73
83	5.22	4.87
84	5.38	5.03
85	5.55	5.19
86	5.74	5.37
87	5.93	5.55
88	6.13	5.75
89	6.35	5.95
90	6.58	6.17
91	6.82	6.40
92	7.09	6.64
93	7.37	6.90
94	7.67	7.19
95	8.00	7.49]

Version 3**Life Only**

<u>Male</u>	<u>Female</u>
[2.91	2.77
2.96	2.81
3.02	2.86
3.08	2.92
3.14	2.97
3.20	3.03
3.26	3.09
3.33	3.15
3.40	3.21
3.48	3.28
3.56	3.35
3.64	3.43
3.72	3.51
3.81	3.59
3.91	3.68
4.00	3.77
4.11	3.86
4.21	3.96
4.33	4.07
4.45	4.18
4.57	4.30
4.70	4.43
4.84	4.56
4.99	4.70
5.14	4.85
5.30	5.00
5.48	5.17
5.66	5.35
5.85	5.53
6.06	5.73
6.27	5.93
6.51	6.16
6.75	6.39
7.02	6.64
7.31	6.91
7.62	7.21]

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability For Endorsements ICC12IRA-RC13, ICC12ROTH-RC13, ICC12NQ-RC13

The above forms are for use with Contract Forms ICC12BASE3-A and ICC12BASE4-A marketed as AXA Equitable's "Retirement Cornerstone 13" Series B, Series L, and Series CP

The following comments describe the nature and scope of the illustrative and variable material contained in the endorsement form shown in brackets. When applicable, alternate text is provided. The actual endorsement form a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contracts are available for issue as an Individual Retirement Annuity (**IRAs**) or as a Non-Qualified annuity (**NQ**).

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Endorsement ICC12IRA-RC13

1. **Pages 1, 2, 5, and 11:** This language will appear if the Contract is trustee or custodial owned.
2. **Page 5 and Attachment A:** The applicable language will appear when an Optional Rider has been elected as described in the variable text.
3. **Page 5:** The sentence "The effect of death on any optional rider for a Contract with "Spousal Continuation" is shown in "Effect of Death on any Applicable Optional Rider" will appear for Contracts with "Spousal Continuation" when an Optional Rider has been elected.
4. **Page 5 and Attachment A:** The age limitation(s) for the Spousal Continuation feature is shown. We may change it based on product design. The age limitations are bracketed and may range from 60 to 100.
5. **Page 12:** The Company Officer's signatures and titles are bracketed and may change in the future.
6. **Attachment A:** The "Attachment A" will be issued only if an Optional Rider has been elected.
7. **Attachment A:** Currently age 95 is the maximum maturity age, however, it may change based on regulatory guidelines. It may also vary based on a change in product design. It may range from age 80 to age 120.

Endorsement ICC12ROTH-RC13

1. **Pages 1, 2, 6, and 11:** This language will appear if the Contract is trustee or custodial owned.
2. **Page 6 and Attachment A:** The age limitation for this feature is shown. We may change it based on product design. The age limitations are bracketed and may range from 60 to 100.
3. **Page 6 and Attachment A:** The applicable language will appear when an Optional Rider has been elected as described in the variable text.
4. **Page 7:** The sentence “The effect of death on any optional rider for a Contract with “Spousal Continuation” is shown in “Effect of Death on any Applicable Optional Rider” will appear for Contracts with “Spousal Continuation” when an Optional Rider has been elected.
5. **Page 12:** The Company Officer’s signatures and titles are bracketed and may change in the future.
6. **Attachment A:** The “Attachment A” will be issued only if an Optional Rider has been elected.
7. **Attachment A:** Currently age 95 is the maximum maturity age, however, it may change based on regulatory guidelines. It may also vary based on a change in product design. It may range from age 80 to age 120.

Endorsement ICC12NQ-RC13

1. **Pages 4, 5, 6, and 7:** The sentence “The effect of death on any optional rider for a “Single Owner” or “Joint Owner” Contract with “Spousal Continuation” or “Contract Continuation” is shown in “Effect of Death on any Applicable Optional Rider, Attachment A, to this Endorsement” will appear for Contracts with “Spousal Continuation” or “Contract Continuation” when an Optional Rider has been elected.
2. **Page 4 and Attachment A:** The age limitation(s) for the Spousal Continuation feature is shown. We may change it based on product design. The age limitations are bracketed and may range from 60 to 100.
3. **Page 4 and Attachment A:** The applicable language will appear when an Optional Rider has been elected as described in the variable text.
4. **Page 8:** The period during which an eligible individual may elect to continue coverage under the Beneficiary Continuation Option is nine months. This period may vary in the future on a new business basis, and may range from six to eighteen months.
5. **Page 10:** The Company Officer’s signatures and titles are bracketed and may change in the future.
6. **Attachment A:** The “Attachment A” will be issued only if an Optional Rider has been elected.
7. **Attachment A:** The bracketed text pertaining to Contract Ownership and whether or not Spousal Continuation is elected will appear as described.
8. **Attachment A:** Currently age 95 is the maximum maturity age, however, it may change based on regulatory guidelines. It may also vary based on a change in product design. It may range from age 80 to age 120.

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability

For Applications:

2012 App 01 RC13

2012 App 02 RC13

The following comments describe the nature and scope of the variable material in the forms which is bracketed. In addition, we may include in each section statements that provide instructions on how to complete the applications to simplify administration and systems processing.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

1. The address, web address, telephone numbers, the catalog number, the barcode (which is reflective of the catalog number), and page footers of the form should be considered administrative in nature and are subject to change.
2. "All Series" is bracketed, we may limit the use of this application to a single series, two series or we may add a series in which case any new series will be reflected in Section 1A. (Any limitation in series would also be shown in 1A)
3. In Section 1 the Type of Contract references the markets (e.g., "NQ", "QP", "IRA", etc) that may be added or removed to reflect markets offered. Accordingly any footnote made to this section may be modified.
4. In Section 1 the available methods of payment may vary by the type of markets offered.
5. In Section 2 the available types of ownership may vary by the type of markets offered.
6. In Section 2 the information requested may be changed or added as a result of requirements of the U.S. Patriot Act.
7. In Sections 4 and 11, the reference to the new waiting period to exercise the GMIB of up to the later of 10 years may range from 1-15 years. Age 95, 95th birthday referenced may range from 80-120.
8. In Sections 4 and 5 the optional riders and endorsements available under the contract will be shown here. As riders and endorsements are added to the contract through the regulatory approval process and/or product introduction of previously approved riders and endorsements, this section may be modified. If the Company discontinues the offering of an optional benefit rider or endorsement, it will not be shown in Section 4 and 5.
 - Owner issue ages may range from 20 – 90
 - Age 85 referenced in the GMDB Riders may vary from 60 to 100
 - The following ages referenced in this section of the rider may vary within the range of plus or minus 10 years: 65, 66, 70, 71, 80, 81.
9. In Section 5B, Special Dollar Cost Averaging durations may change or additional periods may be added, such as 18 or 24 months.
10. In Section 5, the Separate Account Variable Investment Options available from AXA Equitable will be listed here and have been approved by the New York State Department of Financial Services. If AXA Equitable at any time, adds, removes, or limits Variable Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Variable

Investment Options will be changed accordingly. The Categories shown Investment Account Investment Options or Protected Benefit Account Investment Options may be revised in the future and accordingly the allocation rules there under may also change. Such changes will be done for purposes of risk mitigation to the Company in connection with the guaranteed benefits we offer.

11. In Section 5, the Guaranteed Interest Option allocation restriction amount may vary from 0 – 100%.
12. In Section 11, the maximum rate of 2.30% may range from 1.00%-3.00%.
13. In Section 12, commission Options may be added or removed.

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability

For Applications:

2012 App 02 RC13F

The following comments describe the nature and scope of the variable material in the forms which is bracketed. In addition, we may include in each section statements that provide instructions on how to complete the applications to simplify administration and systems processing.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

1. The address, web address, telephone numbers, the catalog number, the barcode (which is reflective of the catalog number), and page footers of the form should be considered administrative in nature and are subject to change.
2. We may add a series in which case any new series will be reflected in Section 1A. (Any limitation in series would also be shown in 1A)
3. In Section 1 the Type of Contract references the markets (e.g., "NQ", "QP", "IRA", etc) that may be added or removed to reflect markets offered. Accordingly any footnote made to this section may be modified.
4. In Section 1 the available methods of payment may vary by the type of markets offered.
5. In Section 2 the available types of ownership may vary by the type of markets offered.
6. In Section 2 the information requested may be changed or added as a result of requirements of the U.S. Patriot Act.
7. In Sections 4 and 11, the reference to the new waiting period to exercise the GMIB of up to the later of 10 years may range from 1-15 years. Age 95, 95th birthday referenced may range from 80-120.
8. In Sections 4 and 5 the optional riders and endorsements available under the contract will be shown here. As riders and endorsements are added to the contract through the regulatory approval process and/or product introduction of previously approved riders and endorsements, this section may be modified. If the Company discontinues the offering of an optional benefit rider or endorsement, it will not be shown in Section 4 and 5.
 - Owner issue ages may range from 20 – 90
 - Age 85 referenced in the GMDB Riders may vary from 60 to 100
 - The following ages referenced in this section of the rider may vary within the range of plus or minus 10 years: 65, 66, 70, 71, 80, 81.
9. In Section 5B, Special Dollar Cost Averaging durations may change or additional periods may be added, such as 18 or 24 months.
10. In Section 5, the Separate Account Variable Investment Options available from AXA Equitable will be listed here and have been approved by the New York State Department of Financial Services. If AXA Equitable at any time, adds, removes, or limits Variable Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Variable Investment Options will be changed accordingly. The Categories shown Investment Account Investment Options or Protected Benefit Account Investment Options may be revised in the

future and accordingly the allocation rules there under may also change. Such changes will be done for purposes of risk mitigation to the Company in connection with the guaranteed benefits we offer.

11. In Section 5, the Guaranteed Interest Option allocation restriction amount may vary from 0 – 100%.
12. In Section 11, the maximum rate of 2.30% may range from 1.00%-3.00%.
13. In Section 12, commission Options may be added or removed.

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability

For Applications:

E 2012 App 02 RC13

The following comments describe the nature and scope of the variable material in the forms which is bracketed. In addition, we may include in each section statements that provide instructions on how to complete the applications to simplify administration and systems processing.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Items shown in the application are based on a contract holder's election. His/her elections are input in to the third party wholesaler system and then the application is printed reflecting the client's elections. The printed application is signed by the client.

The address, web address, telephone numbers (page 1 and page 5), and the catalog number (center, bottom, page 1) on the form should be considered administrative in nature and are subject to change.

1. On page 1, this information will vary by the contract owner.
2. On page 1, this information will vary by contract type and payment methods elected by contract owner. These options may be:

Product Name: Alternate Series are: Series CP and Series L.

Type of Contract: Non-Qualified, Traditional IRA, Roth IRA, Qualified Plan Defined Contribution (DC), Qualified Plan Defined Benefit (DB), Inherited IRA BCO, Inherited Roth IRA BCO, Non-Spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO, or Non-Spousal Beneficiary QP Direct Rollover to an Inherited Roth IRA BCO.

Method of Payment:

Check or Wire, 1035 Exchange (from Single Owner Contract, NQ only), 1035 Exchange (from Joint Owner Contract, NQ only), CD or Mutual Fund Proceeds (NQ only), Direct Transfer (IRA or Roth), Rollover from eligible retirement plan (IRA or Roth), IRA Regular Contribution for the year 20__ (IRA or Roth), Direct Rollover (Non-Spousal Beneficiary QP to Inherited IRA only), or, Direct Rollover (Non-Spousal Beneficiary QP to Inherited Roth only)

3. On page 1, the Owner Type will vary by contract owner and can be: Individual, Trust, Qualified Plan Trust (DC/DB), UGMA/UTMA, Custodian (IRA/Roth), Other Non-Natural Owner, Beneficiary of Deceased IRA Owner, or Non Spousal Beneficiary of Deceased QP Participant.
4. On page 1, the information requested under Owner Patriot Act Information may be changed as a result of the U.S. Patriot Act.
5. On page 2, this is where the optional riders elected by the client are shown. These riders may be GMIB, GMDB, Highest Anniversary Value GMDB, and Return of Principal GMDB.
 - Owner issue ages may range from 20 – 90
 - Age 95 referenced in the GMDB Riders may vary from 70 to 95

- If GMIB is made available to issue age 80, between issue ages 76 and 80, if GMIB is elected, the only GMDB available will be Return of Principal GMDB.
6. On page 2, Special Money Market DCA ranges that may be chosen by the contract owner are 3, 6, or 12 months. Durations may change or additional periods may be added, such as 18 or 24 months.
 7. On page 2, The Separate Account Variable Investment Options to which monies have been allocated by the contract owner will be listed here. The Separate Account Variable Investment Options available from AXA Equitable will have been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Variable Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Variable Investment Options will be changed accordingly. Attached is the list of funds from which a client may select to allocate monies. A client may elect either Option A or Option B. If a client elects Option B then the percentage ranges for the various Investment Options and Category minimums may range from “none” to 100%, maximums may range from 1% to 100%. The category names for the Investment Options may change based on the Company’s asset classification. Categories may be deleted, added or merged based on current asset allocation rules. The list of Allocation Rule fund exceptions, may be modified as such rules and/or funds change.
 8. On page 4, age 95 referenced may range from 80-120.
 9. On page 4, the reference to the new waiting period to exercise the GMIB of up to the later of 10 years may range from 1-15 years.
 10. On page 5, the maximum rate of 2.30% may range from 1.00%-2.50%.
 11. On page 6, this information will vary by Registered Representative.
-

AXA EQUITABLE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

For use with Data Pages ICC12RC13DP-B marketed as AXA Equitable’s “Retirement Cornerstone 13 –Series B Share”

The following comments describe the nature and scope of the illustrative and variable material contained in the Data Pages shown in brackets. When applicable, alternate text is provided. The Data Pages indicate “*in bold italics*” when certain text is included depending on market segment or optional benefit(s) elected. The actual Data Pages a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner’s optional benefit elections at application.

The Contract is available for issue as an annuity for Qualified Plan funding (**QP-DB and QP-DC**), an Individual Retirement Annuity (**Traditional IRA or Roth IRA**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Data Pages ICC12RC13DP-B:

1. **Data Page 1 and throughout:** These are illustrative numbers, amounts, dates, and names that reflect the facts in a given case. Differences which apply, depending on Contract Owner election, are also shown.
2. **Data Page 1, “Joint Owner” and “Joint Annuitant”:** This text will appear in the Data Pages for Non-Qualified Contracts only with a Joint Owner and/or Joint Annuitant.
3. **Data Page 1 (This item applies to Inherited IRA/Roth IRA Contracts only.):** If the Contract is issued to an Owner who is the spouse of the Deceased Owner then the designation “Special Surviving Spouse” will appear after the Owner’s name and the Original Owner’s date of death will be shown.
4. **Data Page 1 (This item applies to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts only.):** If the Contract is issued as a Non-Spousal Beneficiary Continuation Option for a Tax Qualified Retirement Plan as a direct rollover to a Traditional IRA Contract, the Retirement Plan Participant’s name and date of death will be shown here.
5. **Data Page 1, “Employer” and “Plan” Information:** This text will appear in the Data Pages for QP Contracts only.
6. **Data Page 1, “Endorsements attached”:** Endorsements, including Market Segment endorsement information will appear based on an Owner’s application. Market segments may be added or deleted in the future. Any such change will be in compliance with regulatory guidelines.
7. **Data Page 2, “Investment Options Endorsement(s)” and “Optional Rider(s)”:** Any Benefit Endorsement or Optional Rider issued under a Contract will be listed on the Data Pages.
8. **Data Page 2, “Maturity Date”:** The Maturity Date and corresponding description will appear on the Data Page for NQ, Traditional IRA, and Roth IRA Contracts. The Maturity Date may not be prior to thirteen months from the Contract Date and the age at the Maturity Date is currently age 95. However, the Maturity Date and/or age at the Maturity Date may change based on regulatory guidelines. Reference to “thirteen months” may range from 13 months to 5 years. The range for age “95”, is 80 to 105. Spousal Continuation paragraphs will appear for IRA and NQ contracts as shown. “60 Days” may range from 30 to 120 days. For NQ Contracts with Joint Annuitants the age of the older Annuitant determines the Maturity Date.
9. **Data Page 2, “BCO Distribution Commencement Date”:** The BCO Distribution Commencement Date will appear, in lieu of the Maturity Date, for Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Contracts (also referred to as “Non-Spousal QP to Inherited IRA BCO Contracts”).
10. **There is no item 10.**

11. **Data Page 3, “Initial [Annual] Rollup Rate”, “Initial Deferral Rollup Rate”, “Ten Year Treasuries Formula Rate” and Ten Year Treasuries Formula Rate”:** If GMIB or the “Greater of Death Benefit” is elected, the Rollup Rate text will appear. The Annual and Deferral Rollup Rate will be set each calendar quarter for Contract Date Anniversaries during that quarter, and currently will be applicable for two Contract Years. The one year, or initial “Annual” applicability may change to a period from 2 months to 2 years.

Initial “Annual” Rollup Rate:

Rates Shown	Range
“5.00%”	0.50% to 10.00%

Initial Deferral Rollup Rate:

Rates Shown	Range
“6.00%”	0.50% to 10.00%

If the initial Annual Rollup Rate is greater than the rate derived from the Ten Year Treasuries formula or if the initial Deferral Rollup Rate is greater than the rate derived from the Ten Year Treasuries formula, the following sentence will then appear in the Data Pages: “This rate is greater than the rate derived from the formula shown below”.

If either or both the Initial Annual Rollup Rate and/or the Deferral Ten Year Treasuries Formula Rate is locked for a fixed period of more than one year, the following text will appear. “This rate will apply for “2” Contract Years. After completion of “2” Contract Years, your Rollup Rate/Deferral Rollup Rate will be determined by the formula below”.

The paragraph below as shown in the Data Page is alternate text which will only appear if the guaranteed minimum rollup rate will change at specified intervals during the term of the Contract:

“After your “second Contract Date Anniversary”, the minimum rate will be no less than “4%” for the next “4” Contract Years. After the “6th” Contract Year and for the next “5” Contract Years, the minimum rate will be no less than “2%”, and thereafter the minimum rate will be no less than “1.5%”.”

The various durations of Rider minimum rates will be the minimum rates in effect at the time of issue and are guaranteed for the duration of the Rider as shown in the Table below. The rates and durations shown below may vary as follows:

Rates Shown	Range
0.10%	0.10% to 0.40%
1.00% (Ten Year Treasury Formula/2.00% Deferral Ten Year Treasury Formula)	0.00% to 3.00%
1.50%	0.50% to 5.00%
2.00%	
4.00%	
5.00%	0.50% to 10.00%
7.00%	0.50% to 10.00%
8.00%	5.00% to 10.00%
Duration/Period Shown	Range/ [Alternate Text]
Annual, One Year, Contract Year, First Contract Year, Second Contract Year	2 Months to 10 years
First Contract Date Anniversary, Second Contract Date Anniversary, Contract Date Anniversary	First 2 Months following the Contract Date to tenth Contract Date Anniversary
2 Contract Years	One Month to 10 Contract Years
4 Contract Years	
5 Contract Years	
6 th Contract Year	
Each; The	[The]; [Each]; one to five years; each Contract Date Anniversary to the tenth Contract Anniversary
20 days	5 – 30 days
15 th day	1 st – 31 st day
Quarter	Month-annual
Text Shown	Range/ [Alternate Text]
Ten-Year	Treasury Index may change to an index of a different Treasury maturity within a range of 5-year to 15-year Treasuries.
Nearest	[Lowest]
Plus “1.00%” rounded to the “nearest/lowest” “0.10%” increment	is a discretionary additional amount that may not apply.

12. **Data Page 4, “Special Dollar Cost Averaging Rate”:** Special DCA is available under this Contract. The minimum Special DCA rate will never be less than 1% or the NAIC minimum rate as described in item 13 or more than 20%. The duration may vary from 3 to 24 months.
13. **Data Page 4, “Guaranteed Interest Option”:** Pursuant to Section 2.01 of the Contract, AXA Equitable will determine a Guaranteed Interest Rate for the stated period.

The lifetime minimum guaranteed interest rate for the Guaranteed Interest Option is based on the NAIC Model Indexed methodology (or indexed rate methodology adopted by your jurisdiction), as described in the actuarial memorandum. The lifetime minimum guaranteed interest rate is bracketed on the enclosed Data Pages, as it will fluctuate periodically based on the indexed rate methodology adopted by your jurisdiction. The lifetime minimum guaranteed rate will never be

less than 1% or greater than 3%. Once a Contract is issued, the lifetime minimum guaranteed interest rate established for that Contract will apply for the Contract's duration and the rate will not be reset.

14. **Data Pages 4-7, "Investment Options":** As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable will be listed here. The Variable Investment Options that will be available are Variable Investment Options of AXA Equitable's Separate Account No. "70". If this Separate Account is retitled, or if other separate accounts are made available in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any Separate Account Investment Option will provide for participation only in a Separate Account that has been approved by the New York Insurance Department.

We reserve the right to limit the number of Investment Options an Owner may elect. The text "You may not allocate amounts to more than "90" Investment Options at any time" is bracketed to allow for the flexibility of removing the sentence in the future if we decide not to limit the amount of Investment Options an Owner may elect. The amount of "90" Investment options may vary from 50 to 150.

Investment Account ("IA") Investment Options

The Investment Options and allocation percentage elected by the Owner will be listed in the Data Pages. The Data Pages show an illustrative list of Variable Investment Options available under this Contract. We reserve the right to change the name, add, discontinue or re-categorize Investment Options.

Guaranteed Interest Option (GIO)

If the GMIB or an optional GMDB Rider has been elected, then the Guaranteed Interest Option is available in addition to the IA Investment Options. Currently, no more than "25%" of the total Annuity Account Value of the IA Investment Options and the PBA Investment Options may be allocated to the Guaranteed Interest Option. This percentage limit may change in the future or may be removed. The percentage limit may range from 5% to 100%. The percentage limit will be reflected on the form delivered to the Contract Owner. This limitation may change from time to time. We reserve the right to apply the percentage limit to only the IA Investment Options.

Protected Benefit Account ("PBA") Investment Options

If the GMIB or an optional GMDB Rider has been elected, then the PBA Investment Options are available in addition to the IA Investment Options.

The Investment Options and allocation percentage elected by the Owner's will be listed here. We reserve the right to change the name, add, discontinue or re-categorize Investment Options.

The text pertaining to the AXA Ultra Conservative Strategy Investment Option will appear when GMIB is elected.

15. **Data Page 7, "Contribution and Allocations":**

Age limitations with respect to Contract issuance and subsequent Contributions vary by market segment. We reserve the right to change these age requirements and/or Contribution age limitations in the future to comply with any regulatory or product changes. The current age requirements are as follows:

Issue Age*	Contribution Age Maximum	Age at Maturity Date
0-85	86	95

* Issue Age is limited to age 70 for Inherited IRA Contracts and 75 for QP Contracts. The Contribution Age Maximum is one year beyond the maximum issue age for these Contracts.

The Owner's initial Contribution amount will appear on Data Page 4.

The current minimum Contribution amount requirements are shown below in Table A. If any amount is changed by us, the Data Page will reflect the applicable amount and accordingly, any related text change thereto. Additional text noted below in Table B will vary by market segment. We may also change the Contribution limits to accommodate an optional GMIB benefit or a new class of business. If such a change is made we may limit the Investment Options under the Contract. Any change will be made for all Contracts depending on the market segment, distribution channel and/or class of business. The current maximum Contribution amount is \$1,500,000 (\$500,000 for issue ages 81 – 85). The maximum Contribution amount may range from \$250,000 (for issue ages 81 – 85) to \$5,000,000 for all AXA Equitable Contracts.

Reference to age "86" for subsequent Contributions may range from 71 to 86. The "first" Contract Date Anniversary may range from first Contract Date Anniversary to the fifth Contract Date Anniversary.

Transfers and Contributions to PBA Investment Options may not exceed a total of "\$1,500,000". This amount may change within a range of \$500,000 to \$2,500,000.

The bracketed GMIB/GMDB text entries and corresponding descriptions will appear on the Data Page based on the issuance of the Rider(s).

GMIB/GMDB Subsequent Contributions:

The age "80" shown in the Data Page is bracketed to allow for the flexibility of showing the maximum Contribution age allowed under the Contract. If the Contract is issued with Return of Principal or Highest Anniversary Value GMDB, Contributions can be made to age "80" (all markets other than QP). If the Contract is issued **without** the "Greater of" GMDB, Contributions can be made to age 75 (all QP markets) and age 70 if issued **with** the "Greater of" GMDB (all markets). The ages "80", "75", and "70" may range from 65 to 86.

Table A: The Contribution limits will be shown in the Contract Owner's Data Pages based on the Owner's market segment.

Minimum Initial Contribution	Minimum Subsequent Contribution
<p>“\$5,000” <i>(Range of \$1,000 to \$50,000)</i></p>	<p>“\$500” (\$50 for IRA/Roth, \$1,000 for Inherited IRA/Roth) Subsequent Contributions are not permitted under Non-Spousal Beneficiary Continuation <i>(Range of \$20 to \$2,000)</i></p>

Table B: The following language (based on the Contract Owner's market segment) will be included as the second paragraph under Contributions and Allocations.

Market Segment	Text
QP-Defined Benefit	The only Contributions we will accept are: (i) transfers from another QP-DB Plan and (ii) amounts attributable to a change of investment vehicles in the Plan. We will not accept ongoing Contributions or Contributions directly from an Employer, or through an Employer's check. We may refuse to accept any Contribution if the sum of all Contributions under the Contract would then total more than 80% of the present value of the Annuitant's accrued benefit.
QP-Defined Contribution	The only Contributions we will accept are: (i) transfers from another QP-DC Plan and (ii) amounts attributable to a change of investment vehicles in the Plan. We will not accept ongoing Contributions or Contributions directly from an Employer, or through an Employer's check. We may refuse to accept Contributions made on an after-tax basis, including but not limited to, direct transfers or rollovers, as the case may be, from designated Roth accounts under Internal Revenue Code Section 401(k) and 403(b) Plans.
Traditional IRA	We will only accept initial Contributions in the form of either a rollover Contribution or a direct custodian-to-custodian transfer from other traditional individual retirement arrangements. Subsequent Contributions may be “regular” IRA Contributions, rollover Contributions or direct transfers.
Roth IRA	<p>We may refuse to accept rollovers from designated Roth accounts under Internal Revenue Code Sections 401(k) and 403(b) Plans.</p> <p>We will only accept initial Contributions in the form of either a rollover Contribution from Traditional IRAs, or Roth IRAs, or direct custodian-to-custodian transfers from other Roth IRAs.</p> <p>Amounts converted from a [Retirement Cornerstone] Traditional IRA Contract you own are subject to the following Contribution minimum: Greater of [\$5,000] and [25%] of the Annuity Account Value of your [Retirement Cornerstone] Traditional IRA Contract.</p> <p>The reference to the product marketing name “Retirement Cornerstone” is bracketed to allow for the flexibility to change the marketing name and/or to</p>

	include additional products in the future The reference to “\$5,000” may range from \$500 to \$25,000 and “25%” may range from 5% to 50%.
Non- Spousal Applicable Plan Beneficiary Inherited IRA Contracts	We will accept a single direct rollover Contribution in accordance with the Section 402 (c) (11) of the Code of your interest as a beneficiary under the Deceased Participant’s Applicable Plan. No subsequent Contributions can be made.
Inherited Traditional IRA	Subject to our approval, you may make additional direct transfer Contributions to this Inherited Traditional IRA Contract from your interest as a beneficiary under another traditional individual retirement arrangement under Section 408 of the Code of the same Deceased Owner which is being distributed over the same period.
Inherited Roth IRA	Subject to our approval, you may make additional direct transfer Contributions to this Inherited Roth IRA Contract from your interest as a beneficiary under another Roth individual retirement arrangement under Sections 408A and 408 of the Code of the same Deceased Owner which is being distributed over the same period.
Partial Roth IRA Conversion Contracts	The minimum Contribution amount is the greater of the initial minimum Contribution amount for the respective product (see Table A above) or 25% of the Owner’s Annuity Account Value. This percentage may range from 0% to 100%.

16. **Data Page 8, Discontinuance of Contributions and/or Transfers to the PBA:** If we discontinue Contributions and transfers into all of the PBA Investment Options, any subsequent Contribution or automated transfer will be allocated to the IA Investment Option corresponding to the PBA Investment Option in the allocation instructions. We may reserve the right to discontinue acceptance of Contributions and transfers into an individual PBA Investment Option. The default Investment Option may change from the AXA Balanced Strategy Investment Option to a similar Investment Option. The advance notice period of “45” days may range from 30 to 120 days.
17. **Data Pages 8-10, “Cumulative Contribution and Allocation Limits”:** Our right to refuse Contributions and allocations is based on certain maximums shown in the Data Pages and the issue age of the Owner. The reference to the maximum Contribution limit of “\$1,500,000” may range from \$500,000 to \$5,000,000 and “\$500,000” may range from \$100,000 to \$1,000,000. If AXA Equitable is no longer accepting Contributions that exceed the “\$1,500,000” amount, the following sentence will not appear in the Data Pages: *“If we accept any such Contribution under this Contract, your Investment Options may be limited to the Investment Account Investment Options.”*

The references to the product marketing names “Retirement Cornerstone” and “Accumulator” are bracketed to allow for the flexibility to change the marketing name and/or to include additional products in the future.

Data Pages 8 and 10, “150% Rule”: The limit on aggregate Contributions and transfers to the PBA Investment Options, of “150%” will range from 100% to 200%. Any Contribution restrictions set forth in an Employer’s Plan will appear here.

Data Page 8, “AXA Equitable Annuity Accumulation Contract Contribution Limit”: We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would then total “\$2,500,000” (range \$100,000 to \$10,000,000).

18. **Data Page 9, “Transfer Rules (a) through (f)”:** Current market timing and other transfer rules are shown in the Data Pages. These Contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the Variable Investment Options invest. We reserve the right to change this text to address disruptive activity. The advance notice period of “45” days may range from 30 to 120 days.
19. **Data Page 9, “Guaranteed Interest Option Transfer Percentage Limit”:** The allocation and transfer restriction amount with respect to the Guaranteed Interest Option is currently limited to “25%”. This amount may change in the future. The percentage limitation will range from 5% to 100%. The amount will be reflected on the form delivered to the Contract Owner. This amount may change from time to time.
20. **Data Pages 9-10, “Transfer rules among the IA Investment Options and the PBA Investment Options”:** The text shown on the Data Pages pertaining to the GMIB/GMDB will appear on the Data Page when the Rider(s) has been elected.

GMIB/GMDB Transfers: The age “80” shown in the Data Page is bracketed to allow for the flexibility of showing the maximum age to transfer amounts from the IA Investment Options to the PBA Investment Options. If the Contract is issued with the “Greater of” GMDB, the maximum age to transfer amounts is age 70. If the Contract is not issued with the “Greater of” GMDB, the maximum age to transfer amounts is age “80”. The ages “80” and “70” may range from 65 to 86.

The “first” Contract Date Anniversary may range from first Contract Date Anniversary to the fifth Contract Date Anniversary. Transfers and Contributions to the PBA may not exceed “\$1,500,000”. This amount may change within a range of \$500,000 to \$5,000,000.

The references to the product marketing names “Retirement Cornerstone” and “Accumulator” are bracketed to allow for the flexibility to change the marketing name and/or to include additional products in the future.

21. **Data Page 10, “Withdrawals”**: The current minimum withdrawal amounts, related limits and the order of Investment Options from which the withdrawal will be taken are shown. If any amount is changed, the Data Pages for new issues will reflect the applicable amount, which may range from \$100 to \$1,000 and accordingly, any related text change thereto. Any change will be made for all Contracts depending on the product, market segment, class or distribution channel. Automatic Required Minimum Distributions Withdrawals are applicable to the IRA market segment.
- The following text will appear for QP Contracts only: “Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.”
- 21A. **Data Page 10 and throughout, “ATP Investment Option”**: Reference to the ATP Investment Option will appear when the GMIB Rider has been elected.
22. **Data Page 11, “Contract Termination”**: The minimum Cash Value amount is shown in the Data Pages. We have the right to notify the Contract Owner of the Contract termination if the Cash Value is less than the minimum shown in the Data Pages. The minimum Cash Value may vary, from \$300 to \$1,000.
23. **Data Page 11, “Annuity Benefit Forms - (Normal Form of Annuity Benefit)”**: The Normal Form of Annuity is shown in the Data Pages. This is the current default option exercised upon a Contract’s maturity. We reserve the right to change it in the future. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages are modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations. ***This item does not apply to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as “Non-Spousal QP to Inherited IRA BCO”) Contract.***
24. **Data Page 11, “Conditions for Payment – (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex)”**: The bracketed material reflects AXA Equitable’s current policy regarding the determination of the amount of Annuity Benefits including any adjustment as a result of misstatements. These amounts may be revised in the future for all Contracts. The rate may range from 1% to 6%.
25. **Data Page 11, “Conditions for Payment – (Minimum Amount to be Applied to an Annuity)”**: The current amount is shown in the Data Pages. We reserve the right to change these amounts in the future. The “\$2,000” amount may range from \$1,500 to \$7,500; the “\$20” amount may range from \$10 to \$100.
26. **Data Pages 12-14, “Free Withdrawal Amount”**: The Free Withdrawal Amount may range from 5% to 30%. The various alternate texts shown in the Data Pages will appear as determined by the Rider(s) issued under the Contract. The “90” day period may range from 45 to 180 days.

27. **Data Page 14, “Annual Administrative Charge”:** The bracketed text pertaining to IA Investment Options and PBA Investment Options will appear in the Data Page when elected by the Owner, as applicable. The current and maximum Administrative Charge and any applicable minimum Annuity Account Value for its waiver are reflected in the Data Pages. We reserve the right to change these amounts for new issues of this Contract. The maximum charge of “\$30” per Contract Year may range from \$0 to \$85 and will not change once the Contract is issued. The minimum Annuity Account Value of “\$50,000” may range from \$25,000 to \$100,000.
28. **Data Page 14, “Transfer Charges and the Number of Free Transfers”:** The number of free transfers is currently “unlimited”. However, the number of free transfers may be limited to 4 per Contract Year. The charge for any transfer in excess of the number of free transfers may be “\$25” (with a range of \$0 to \$50) or “2%” (with a range of 0.50% to 5.00%) of each transaction amount. The charge will not exceed “\$35” (with a range of \$0 to \$50).
29. **Data Page 15, “Contract Fee”:** Sections 8.04 and 8.06 of the Contract gives AXA Equitable the right to reduce the Contract Fee; we will do so to reflect changes in administrative expenses, death benefit, mortality experience, sales (distribution) expenses and any other applicable expenses subject to any regulatory approvals that apply. For new issues, the Contract Fee will not exceed 2.00%.
- The Contract Fee is determined by the Owner’s election of IA Investment Options and PBA Investment Options and will be reflected on the Data Pages. In addition, a Variable Investment Option Facilitation Charge will apply to certain Variable Investment Options as indicated in the Data Pages. The Variable Investment Option Facilitation Charge will range from 0% to 0.45%.
30. **Data Page 15, “Third Party Transfer Charge”:** A charge for any amounts withdrawn from the contract and directly transferred to another investment provider, retirement plan, account, or Contract, will be deducted. The current charge is \$0 (with a range of \$0 to \$125).
31. **Data Page 15, “Check Preparation Charge”: Alternate Payment Method** - As stated in Section 9.07 of the Contract, we may implement an alternate payment method. If we do so, the bracketed text pertaining to the Alternate Payment Method as shown will appear on the Data Page. Any payment by check is subject to a check preparation charge. The current charge is \$0 (with a range of \$0 to \$85).

If a charge applies in the future, the text “Currently, there is no charge for this service” will be replaced with the following text:

The current charge is “\$85”.

Part D – Withdrawal Charge Waivers

32. **Data Page 17:** Certain Withdrawal Charge waivers vary by market segment or Rider issuance as described in the variable text which prefaces bracketed items. Accordingly, the number of waivers will vary by Contract based on these criteria.

SOV for Part E of Data Pages

GMIB Rider

- A. **Data Pages 18-20:** The entire block of text pertaining to the GMIB Rider will appear when a client is issued the Rider.
1. **Data Pages 18-20:** Reference to “30” days as shown in this section and throughout the Rider may vary from 15 to 120 days. Accordingly, 30th day may vary from 15th to 120th day.
 2. **Data Pages 18-19:** Text pertaining to Required Minimum Distributions will appear with Traditional IRA Contracts only. Accordingly, to align with this Section, the first “two paragraphs” will appear when Required Minimum Distribution text applies. Reference to the ATP Investment Option will appear when the ATP Endorsement is issued with the Contract.
 3. **Data Page 19:** Reference to bracketed “first” Contract Date Anniversary may range from the first to the fifteenth.
 4. **Data Page 19:** References to “95th birthday” and “age 95” may be revised to comply with regulatory changes pertaining to annuity Contract maturity age requirements. It may also vary based on a change in product design. It may range from age 80 to 105.
 5. **Data Page 19:** Reference to the new waiting period to exercise the GMIB of up to the later of “10” Years may range from 1-15 years.
 6. **Data Page 19:** In the second paragraph the following sentence will appear if we waive the ten year wait for GMIB Exercise upon a reset of the GMIB Benefit Base at the ages shown. “If you reset your GMIB Benefit base on or after age “86”, notwithstanding anything to the contrary, you may elect a GMIB Exercise Option described in Part III of this GMIB Rider upon your Contract Date Anniversary following your “95th” birthday, or if earlier, your Maturity Date”.
 7. **Data Page 19:** Reference to age “86” may range from 70 to 95.
 8. **Data Page 19:** Regarding reference to “single life annuity,” if an alternate form of benefit is offered reference thereto would show. Such alternate form currently contemplated is life with a period certain.
 9. **Data Page 20:** The current charge of “1.15%” for this Rider will range from 0.65% up to a maximum of 2.00%. The maximum charge of “2.30%” will range from 1.00% to 3.00%.
 10. **Data Page 20:** We may change the charge for this Rider after the completion of “two” Contract Years. Accordingly, “third” may vary. The number of Contract Years may vary from 1 to 10 Contract Years.
 11. **Data Page 20:** Reference to the ATP Investment Option will appear when the ATP Endorsement is issued with the Contract.
 12. **Data Page 20:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only.

“Greater of” GMDB Rider

- A. **Data Pages 21 - 23:** The entire block of text pertaining to the “Greater of” GMDB Rider will appear when a client is issued the Rider.
1. **Data Pages 21 - 22:** References to “Age 85” or “85th Birthday” may vary based on a change in product design. It may range from age 70 to age 95.
 2. **Data Page 21:** The bracketed text beginning with “minus (iv) the dollar amount of any required minimum distribution...” will not appear if RMD Withdrawals under the Automatic RMD Services are adjusted on a pro-rata basis because an RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments.

Note: If the above is not included, item “(v)” will be changed to “(iv)”.
 3. **Data Page 22:** The text “in the Contract Year of your PBA Funding Date” may be replaced with “in the Contract Year of your PBA Funding Date and the “five” Contract Years thereafter.” “Five” may range from “zero” to “ten”.
 4. **Data Page 22:** Text pertaining to Required Minimum Distributions will appear with Traditional IRA Contracts only.
 5. **Data Pages 22-23:** The charge of “1.15%” for the Rider will range from 0.65% to 2.00%. The maximum charge of “2.30%” for the Rider will range from 1.00% to 3.00%. We may change the charge for this Rider after the completion of “two” Contract Years. Accordingly, “third” may vary. The number of Contract Years may vary from 1 to 10 Contract Years. If a maximum change in the charge is not applicable, the sentence, “Any change in the charge will not exceed...”, will not appear. “30” days advance notice may range from “20” to “45” days. “30” Day Rider Drop Period may range from “20” to “45” days.
 6. **Data Page 23:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only.

Highest Anniversary Value Death Benefit Rider (when GMIB is also elected)

- A. **Data Pages 24-25:** The entire block of text pertaining to the “HAV” GMDB Rider will appear when a client is issued the Rider and the GMIB Rider.
1. **Data Page 24:** References to “Age 85” or “85th Birthday” may vary based on a change in product design. It may range from age 70 to age 95.
 2. **Data Page 24:** The bracketed text explains that, “During each Contract Year, prior to completion of “one” Contract Year[s]...”, the Highest Anniversary Value Benefit Base is adjusted on a pro-rata basis for withdrawals. The reference to “one” may range from “one” to “ten”. Alternatively, it may be adjusted on a dollar for dollar basis and then that sentence and the text “After completion of your “first” Contract Year” will not appear. The reference to “first” may range from first to tenth. As an alternative, if the adjustment is only on a pro-rata basis, then the paragraph “After completion of your “first” Contract Year”, your HAV Benefit Base...”, will not appear.

3. **Data Page 25:** Text pertaining to Required Minimum Distributions will appear with Traditional IRA Contracts only.
4. **Data Page 25:** The charge of “0.35%” for the Rider will range from 0.15% to 0.75%.
5. **Data Page 25:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only.

Highest Anniversary Value Death Benefit Rider

- A. **Data Page 26:** The entire block of text pertaining to the “HAV” GMDB Rider will appear when a client is issued the Rider.
 1. **Data Page 26:** References to “Age 85” or “85th Birthday” may vary based on a change in product design. It may range from age 70 to age 95.
 2. **Data Page 26:** The charge of “0.35%” for the Rider will range from 0.15% to 0.75%.
 3. **Data Page 26:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only.

Return of Principal Rider

- A. **Data Page 27:** The entire block of text pertaining to the “Return of Principal” Rider will appear when a client is issued the Rider.
 1. **Data Page 27:** There is currently no charge for this Rider. If a charge applies in the future, it will range from 0.00% to 0.50%. The following text will be included:

The charge for this benefit is “0.35%” of the GMDB Benefit Base. This charge is based on the GMDB Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your PBA Investment Options on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section VI. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the PBA Investment Options on a pro-rata basis. If there is insufficient value or no value in the PBA Investment Options any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the portion of the Account for Special Dollar Cost Averaging designated for the PBA Investment Options.

AXA EQUITABLE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

For use with Data Pages ICC12RC13DP-CP marketed as AXA Equitable's "Retirement Cornerstone 13 –Series CP Share"

The following comments describe the nature and scope of the illustrative and variable material contained in the Data Pages shown in brackets. When applicable, alternate text is provided. The Data Pages indicate ***"in bold italics"*** when certain text is included depending on market segment or optional benefit(s) elected. The actual Data Pages a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's optional benefit elections at application.

The Contract is available for issue as an annuity for Qualified Plan funding (**QP-DB and QP-DC**), an Individual Retirement Annuity (**Traditional IRA or Roth IRA**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Data Pages ICC12RC13DP-CP:

1. **Data Page 1 and throughout:** These are illustrative numbers, amounts, dates, and names that reflect the facts in a given case. Differences which apply, depending on Contract Owner election, are also shown.
2. **Data Page 1, “Joint Owner” and “Joint Annuitant”:** This text will appear in the Data Pages for Non-Qualified Contracts only with a Joint Owner and/or Joint Annuitant.
3. There is no item 3 for Series CP.
4. There is no item 4 for Series CP.
5. **Data Page 1, “Employer” and “Plan” Information:** This text will appear in the Data Pages for QP Contracts only.
6. **Data Page 1, “Endorsements attached”:** Endorsements, including Market Segment endorsement information will appear based on an Owner’s application. Market segments may be added or deleted in the future. Any such change will be in compliance with regulatory guidelines.
7. **Data Page 1, “Investment Options Endorsement(s)” and “Optional Rider(s)”:** Any Benefit Endorsement or Optional Rider issued under a Contract will be listed on the Data Pages.
8. **Data Page 1-2, “Maturity Date”:** The Maturity Date may not be prior to five years from the Contract Date and the age at the Maturity Date is currently age 95. However, the Maturity Date and/or age at the Maturity Date may change based on regulatory guidelines. Reference to “five years” may range from 13 months to 5 years. The range for age “95”, is 80 to 105. Spousal Continuation paragraphs will appear for IRA and NQ contracts as shown. “60 Days” may range from 30 to 120 days. For NQ Contracts with Joint Annuitants the age of the older Annuitant determines the Maturity Date. This item does not apply to Inherited Traditional IRA/Roth IRA.
9. There is no item 9 for Series CP.
10. **Data Page 2 and throughout the Data Pages:** If GMIB and/or an optional GMDB is issued with the Contract, the GMIB and/or GMDB text shown in the Data Pages will appear on the Owner’s Data Pages. If GMIB and/or an optional GMDB is **not** elected, and unless alternate text is shown in the Data Pages, **no such text will appear** on the Owner’s Data Pages.
11. **Data Pages 2- 3, “Initial [Annual] Rollup Rate”, “Initial Deferral Rollup Rate”, “Ten Year Treasuries Formula Rate” and Ten Year Treasuries Formula Rate”:** If GMIB or the “Greater of Death Benefit” is elected, the Rollup Rate text will appear. The Annual and Deferral Rollup Rate will be set each calendar quarter for Contract Date Anniversaries during that quarter, and currently will be applicable for two Contract Years. The one year, or initial “Annual” applicability may change to a period from 2 months to 2 years.

Initial “Annual” Rollup Rate:

Rates Shown	Range
“5.00%”	0.50% to 10.00%

Initial Deferral Rollup Rate:

Rates Shown	Range
“6.00%”	0.50% to 10.00%

If the initial Annual Rollup Rate is greater than the rate derived from the Ten Year Treasuries formula or if the initial Deferral Rollup Rate is greater than the rate derived from the Ten Year Treasuries formula, the following sentence will then appear in the Data Pages: “This rate is greater than the rate derived from the formula shown below”.

If either or both the Initial Annual Rollup Rate and/or the Deferral Ten Year Treasuries Formula Rate is locked for a fixed period of more than one year, the following text will appear.

“This rate will apply for “2” Contract Years. After completion of “2” Contract Years, your Rollup Rate/Deferral Rollup Rate will be determined by the formula below”.

The paragraph below as shown in the Data Page is alternate text which will only appear if the guaranteed minimum rollup rate will change at specified intervals during the term of the Contract.

“After your “second Contract Date Anniversary”, the minimum rate will be no less than “4%” for the next “4” Contract Years. After the “6th” Contract Year and for the next “5” Contract Years, the minimum rate will be no less than “2%”, and thereafter the minimum rate will be no less than “1.5%”.”

The various durations of Rider minimum rates will be the minimum rates in effect at the time of issue and are guaranteed for the duration of the Rider as shown in the Table below. The rates and durations shown below may vary as follows:

Rates Shown	Range
0.10%	0.10% to 0.40%
1.00% (Ten Year Treasury Formula/2.00% Deferral Ten Year Treasury Formula)	0.00% to 3.00%
1.50%	0.50% to 5.00%
2.00%	
4.00%	
5.00%	0.50% to 10.00%
7.00%	0.50% to 10.00%
8.00%	5.00% to 10.00%

Duration/Period Shown	Range/[Alternate Text]
Annual, One Year, Contract Year, First Contract Year, Second Contract Year	2 Months to 10 years
First Contract Date Anniversary, Second Contract Date Anniversary, Contract Date Anniversary,	First 2 Months following the Contract Date to tenth Contract Date Anniversary
2 Contract Years	One Month to 10 Contract Years
4 Contract Years	
5 Contract Years	
6 th Contract Year	
Each; The	[The]; [Each]; one to five years; each Contract Date Anniversary to the tenth Contract Anniversary
20 days	5 – 30 days
15 th day	1 st – 31 st day
Quarter	Month-annual
Text Shown	Range/[Alternate Text]
Ten-Year	Treasury Index may change to an index of a different Treasury maturity within a range of 5-year to 15-year Treasuries.
Nearest	[Lowest]
Plus “1.00%” rounded to the “nearest/lowest” “0.10%” increment”	is a discretionary additional amount that may not apply.

12. There is no item 12 for Series CP.

13. **Data Page 3, “Guaranteed Interest Option”:** Pursuant to Section 2.01 of the Contract, AXA Equitable will determine a Guaranteed Interest Rate for the stated period.

The lifetime minimum guaranteed interest rate for the Guaranteed Interest Option is based on the NAIC Model Indexed methodology (or indexed rate methodology adopted by your jurisdiction), as described in the actuarial memorandum. The lifetime minimum guaranteed interest rate is bracketed on the enclosed Data Pages, as it will fluctuate periodically based on the indexed rate methodology adopted by your jurisdiction. The lifetime minimum guaranteed rate will never be less than 1% or greater than 3%. Once a Contract is issued, the lifetime minimum guaranteed interest rate established for that Contract will apply for the Contract’s duration and the rate will not be reset.

14. **Data Pages 4-6, “Investment Options”:** As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable will be listed here. The Variable Investment Options that will be available are Variable Investment Options of AXA Equitable’s Separate Account No. “70”. If this Separate Account is retitled, or if other separate accounts are made available in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any Separate Account Investment Option will provide for participation only in a Separate Account that has been approved by the New York Insurance Department.

We reserve the right to limit the number of Investment Options an Owner may elect. The text “You may not allocate amounts to more than “90” Investment Options at any time” is bracketed to allow for the flexibility of removing the sentence in the future if we decide not to limit the amount of Investment Options an Owner may elect. The amount of “90” Investment options may vary from 50 to 150.

The following text appears in Roth IRA Contracts only: *[Credits are not applied to Contributions that result from a Roth IRA conversion from [any AXA Equitable] Extra Credit Traditional IRA Contract].

Investment Account (“IA”) Investment Options

The Investment Options and allocation percentage elected by the Owner will be listed in the Data Pages. The Data Pages show an illustrative list of Variable Investment Options available under this Contract. We reserve the right to change the name, add, discontinue or re-categorize Investment Options.

Guaranteed Interest Option (GIO)

If the GMIB or an optional GMDB Rider has been elected, then the Guaranteed Interest Option is available in addition to the IA Investment Options. Currently no more than “25%” of the total Annuity Account Value of the IA Investment Options and the PBA Investment Options may be allocated to the Guaranteed Interest Option. This percentage limit may change in the future or may be removed. The percentage limit may range from 5% to 100%. The percentage limit will be reflected on the form delivered to the Contract Owner. This limitation may change from time to time. We reserve the right to apply the percentage limit to only the IA Investment Options.

Protected Benefit Account (“PBA”) Investment Options

If the GMIB or an optional GMDB Rider has been elected, then the PBA Investment Options are available in addition to the IA Investment Options.

The Investment Options and allocation percentage elected by the Owner’s will be listed here. We reserve the right to change the name, add, discontinue or re-categorize Investment Options.

The text pertaining to the AXA Ultra Conservative Strategy Investment Option will appear when GMIB is elected.

15. **Data Page 7, “Contribution and Allocations”:**

Age limitations with respect to Contract issuance and subsequent Contributions vary by market segment. We reserve the right to change these age requirements and/or Contribution age limitations in the future to comply with any regulatory or product changes. The current age requirements are as follows:

Issue Age*	Contribution Age Maximum	Age at Maturity Date
0-70	71	95

The Owner’s initial Contribution amount will appear on Data Page 4.

The current minimum Contribution amount requirements are shown below in Table A. If any amount is changed by us, the Data Page will reflect the applicable amount and accordingly, any related text change thereto. Additional text noted below in Table B will vary by market segment. We may also change the Contribution limits to accommodate an optional GMIB benefit or a new class of business. If such a change is made we may limit the Investment Options under the Contract. Any change will be made for all Contracts depending on the market segment, distribution channel and/or class of business. The current maximum Contribution amount is \$1,500,000. The maximum Contribution amount may range from \$250,000 to \$5,000,000 for all AXA Equitable Contracts.

The age “70” for subsequent Contributions may range from 65 to 75. The “first” Contract Date Anniversary may range from first Contract Date Anniversary to the fifth Contract Date Anniversary.

Transfers and Contributions to PBA Investment Options may not exceed a total of “\$1,500,000”. This amount may change within a range of \$500,000 to \$2,500,000.

The bracketed GMIB/GMDB text entries and corresponding descriptions will appear on the Data Page based on the issuance of the Rider(s).

Table A: The Contribution limits will be shown in the Contract Owner's Data Pages based on the Owner's market segment.

Minimum Initial Contribution	Minimum Subsequent Contribution
"\$10,000" (Range of \$1,000 to \$50,000)	"\$500" (\$50 for IRA/Roth) (Range of \$20 to \$2,000)

Table B: The following language (based on the Contract Owner's market segment) will be included as the second paragraph under Contributions and Allocations.

Market Segment	Text
QP-Defined Benefit	The only Contributions we will accept are: (i) transfers from another QP-DB Plan and (ii) amounts attributable to a change of investment vehicles in the Plan. We will not accept ongoing Contributions or Contributions directly from an Employer, or through an Employer's check. We may refuse to accept any Contribution if the sum of all Contributions under the Contract would then total more than 80% of the present value of the Annuitant's accrued benefit.
QP-Defined Contribution	The only Contributions we will accept are: (i) transfers from another QP-DC Plan and (ii) amounts attributable to a change of investment vehicles in the Plan. We will not accept ongoing Contributions or Contributions directly from an Employer, or through an Employer's check. We may refuse to accept Contributions made on an after-tax basis, including but not limited to, direct transfers or rollovers, as the case may be, from designated Roth accounts under Internal Revenue Code Section 401(k) and 403(b) Plans.
Traditional IRA	We will only accept initial Contributions in the form of either a rollover Contribution or a direct custodian-to-custodian transfer from other traditional individual retirement arrangements. Subsequent Contributions may be "regular" IRA Contributions, rollover Contributions or direct transfers.
Roth IRA	<p>We may refuse to accept rollovers from designated Roth accounts under Internal Revenue Code Sections 401(k) and 403(b) Plans.</p> <p>We will only accept initial Contributions in the form of either a rollover Contribution from Traditional IRAs, or Roth IRAs, or direct custodian-to-custodian transfers from other Roth IRAs.</p> <p>Amounts converted from a [Retirement Cornerstone] Traditional IRA Contract you own are subject to the following Contribution minimum: Greater of [\$5,000] and [25%] of the Annuity Account Value of your [Retirement Cornerstone] Traditional IRA Contract.</p> <p>The reference to the product marketing name "Retirement Cornerstone" is bracketed to allow for the flexibility to change the marketing name and/or to include additional products in the future</p> <p>The reference to "\$5,000" may range from \$500 to \$25,000 and "25%" may range from 5% to 50%.</p>
Partial Roth	The minimum Contribution amount is the greater of the initial minimum

IRA Conversion Contracts	Contribution amount for the respective product (see Table A above) or 25% of the Owner's Annuity Account Value. This percentage may range from 0% to 100%.
---------------------------------	--

16. **Data Pages 7-8, “Discontinuance of Contributions and/or Transfers to the PBA”:** If we discontinue Contributions and transfers into all of the PBA Investment Options, any subsequent Contribution or automated transfer will be allocated to the IA Investment Option corresponding to the PBA Investment Option in the allocation instructions. We may reserve the right to discontinue acceptance of Contributions and transfers into an individual PBA Investment Option. The default Investment Option may change from the AXA Balanced Strategy Investment Option to a similar Investment Option. The advance notice period of “45” days may range from 30 to 120 days.

17. **Data Page 7, “Cumulative Contribution and Allocation Limits ”:** Our right to refuse Contributions and allocations is based on certain maximums shown in the Data Pages and the issue age of the Owner. The reference to the maximum Contribution limit of “\$1,500,000” may range from \$500,000 to \$5,000,000 and “\$500,000” may range from \$100,000 to \$1,000,000.

If AXA Equitable is no longer accepting Contributions that exceed the "\$1,500,000" amount, the following sentence will not appear in the Data Pages: *"If we accept any such Contribution under this Contract, your Investment Options may be limited to the Investment Account Investment Options."*

The references to the product marketing names “Retirement Cornerstone” and “Accumulator” are bracketed to allow for the flexibility to change the marketing name and/or to include additional products in the future.

Data Pages 7 and 9, “150% Rule”: The limit on aggregate Contributions and transfers to the PBA Investment Options, of “150%” will range from 100% to 200%. Any Contribution restrictions set forth in an Employer’s Plan will appear here.

Data Page 7, “AXA Equitable Annuity Accumulation Contract Contribution Limit”: We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would then total “\$2,500,000” (range \$100,000 to \$10,000,000).

18. **Data Page 8, “Transfer Rules (a) through (f)”:** Current market timing and other transfer rules are shown in the Data Pages. These Contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the Variable Investment Options invest. We reserve the right to change this text to address disruptive activity. The advance notice period of “45” days may range from 30 to 120 days.

19. **Data Page 8, “Guaranteed Interest Option Transfer Percentage Limit”:** The allocation and transfer restriction amount with respect to the Guaranteed Interest Option is currently limited to “25%”. This amount may change in the future. The percentage limitation will range from 5% to 100%. The amount will be reflected on the form delivered to the Contract Owner. This amount may change from time to time.
20. **Data Page 10, “Transfer rules among the IA Investment Options and the PBA Investment Options”:** The text shown on the Data Pages pertaining to the GMIB/ GMDB will appear on the Data Page when the Rider(s) has been elected.

GMIB/GMDB Transfers: The age “70” shown in the Data Page is bracketed to allow for the flexibility of showing the maximum age to transfer amounts from the IA Investment Options to the PBA Investment Options. If the Contract is issued with the “Greater of” GMDB, the maximum age to transfer amounts is age “70”. If the Contract is not issued with the “Greater of” GMDB, the maximum age to transfer amounts is age 80. The ages “80” and “70” may range from 65 to 86.

The “first” Contract Date Anniversary may range from first Contract Date Anniversary to the fifth Contract Date Anniversary. Transfers and Contributions to the PBA may not exceed “\$1,500,000”. This amount may change within a range of \$500,000 to \$5,000,000.

The references to the product marketing names “Retirement Cornerstone” and “Accumulator” are bracketed to allow for the flexibility to change the marketing name and/or to include additional products in the future.

21. **Data Page 10, “Withdrawals”:** The current minimum withdrawal amounts, related limits and the order of Investment Options from which the withdrawal will be taken are shown. If any amount is changed, the Data Pages for new issues will reflect the applicable amount, which may range from \$100 to \$1,000 and accordingly, any related text change thereto. Any change will be made for all Contracts depending on the product, market segment, class or distribution channel. Automatic Required Minimum Distributions Withdrawals are applicable to the IRA market segment.

The following text will appear for QP Contracts only: “Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.”

- 21A. **Data Page 10 and throughout, “ATP Investment Option”:** Reference to the ATP Investment Option will appear when the GMIB Rider has been elected.
22. **Data Page 11, “Contract Termination”:** The minimum Cash Value amount is shown in the Data Pages. We have the right to notify the Contract Owner of the Contract termination if the Cash Value is less than the minimum shown in the Data Pages. The minimum Cash Value may vary, from \$300 to \$1,000.
23. **Data Page 11, “Annuity Benefit Forms - (Normal Form of Annuity Benefit)”:** The Normal Form of Annuity is shown in the Data Pages. This is the current default option exercised upon a Contract’s maturity. We reserve the right to change it in the future. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages are modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations.

24. **Data Page 11, “Conditions for Payment – (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex)”**: The bracketed material reflects AXA Equitable’s current policy regarding the determination of the amount of Annuity Benefits including any adjustment as a result of misstatements. These amounts may be revised in the future for all Contracts. The rate may range from 1% to 6%.
25. **Data Page 11, “Conditions for Payment – (Minimum Amount to be Applied to an Annuity)”**: The current amount is shown in the Data Pages. We reserve the right to change these amounts in the future. The “\$2,000” amount may range from \$1,500 to \$7,500; the “\$20” amount may range from \$10 to \$100.
26. **Data Pages 12-13, “Free Withdrawal Amount”**: The Free Withdrawal Amount may range from 5% to 30%. The various alternate texts shown in the Data Pages will appear as determined by the Rider(s) issued under the Contract. The “90” day period may range from 45 to 180 days.
27. **Data Page 14, “Annual Administrative Charge”**: The bracketed text pertaining to IA Investment Options and PBA Investment Options will appear in the Data Page when elected by the Owner, as applicable. The current and maximum Administrative Charge and any applicable minimum Annuity Account Value for its waiver are reflected in the Data Pages. We reserve the right to change these amounts for new issues of this Contract. The maximum charge of “\$30” per Contract Year may range from \$0 to \$85 and will not change once the Contract is issued. The minimum Annuity Account Value of “\$50,000” may range from \$25,000 to \$100,000.
28. **Data Page 14, “Transfer Charges and the Number of Free Transfers”**: The number of free transfers is currently “unlimited”. However, the number of free transfers may be limited to 4 per Contract Year. The charge for any transfer in excess of the number of free transfers may be “\$25” (with a range of \$0 to \$50) or “2%” (with a range of 0.50% to 5.00%) of each transaction amount. The charge will not exceed “\$35” (with a range of \$0 to \$50).
29. **Data Pages 14-15, “Contract Fee”**: Sections 8.04 and 8.06 of the Contract gives AXA Equitable the right to reduce the Contract Fee; we will do so to reflect changes in administrative expenses, death benefit, mortality experience, sales (distribution) expenses and any other applicable expenses subject to any regulatory approvals that apply. For new issues, the Contract Fee will not exceed 2.00%.

The Contract Fee is determined by the Owner’s election of IA Investment Options and PBA Investment Options and will be reflected on the Data Pages. In addition, a Variable Investment Option Facilitation Charge will apply to certain Variable Investment Options as indicated in the Data Pages. The Variable Investment Option Facilitation Charge will range from 0% to 0.45%.

30. **Data Page 15, “Third Party Transfer Charge”**: A charge for any amounts withdrawn from the contract and directly transferred to another investment provider, retirement plan, account, or Contract, will be deducted. The current charge is \$0 (with a range of \$0 to \$125).

31. **Data Page 15, “Check Preparation Charge”: Alternate Payment Method** - As stated in Section 9.07 of the Contract, we may implement an alternate payment method. If we do so, the bracketed text pertaining to the Alternate Payment Method as shown will appear on the Data Page. Any payment by check is subject to a check preparation charge. The current charge is \$0 (with a range of \$0 to \$85).

If a charge applies in the future, the text “Currently, there is no charge for this service” will be replaced with the following text:

The current charge is “\$85”.

Part D – Withdrawal Charge Waivers

32. **Data Pages 15-17:** Certain Withdrawal Charge waivers vary by market segment or Rider issuance as described in the variable text which prefaces bracketed items. Accordingly, the number of waivers will vary by Contract based on these criteria.

SOV for Part E of Data Pages

GMIB Rider

- A. **Data Pages 18-20 :** The entire block of text pertaining to the GMIB Rider will appear when a client is issued the Rider.
1. **Data Pages 18-20 :** Reference to “30” days as shown in this section and throughout the Rider may vary from 15 to 120 days. Accordingly, 30th day may vary from 15th to 120th day.
 2. **Data Pages 18-19:** Text pertaining to Required Minimum Distributions will appear with Traditional IRA Contracts only. Accordingly, to align with this Section, the first “two paragraphs” will appear when Required Minimum Distribution text applies. Reference to the ATP Investment Option will appear when the ATP Endorsement is issued with the Contract.
 3. **Data Page 19:** Reference to bracketed “first” Contract Date Anniversary may range from the first to the fifteenth.
 4. **Data Page 19:** References to “95th birthday” and “age 95” may be revised to comply with regulatory changes pertaining to annuity Contract maturity age requirements. It may also vary based on a change in product design. It may range from age 80 to 105.
 5. **Data Page 19:** Reference to the new waiting period to exercise the GMIB of up to the later of 10 Years may range from 1-15 years.
 6. **Data Page 19:** In the second paragraph the following sentence will appear if we waive the ten year wait for GMIB Exercise upon a reset of the GMIB Benefit Base at the ages shown. “If you reset your GMIB Benefit base on or after age “86”, notwithstanding anything to the contrary, you may elect a GMIB Exercise Option described in Part III of this GMIB Rider upon your Contract Date Anniversary following your “95th” birthday, or if earlier, your Maturity Date”.
 7. **Data Page 19:** Reference to age “86” may range from 70 to 95.
 8. **Data Page 19:** Regarding reference to “single life annuity,” if an alternate form of benefit is offered reference thereto would show. Such alternate form currently contemplated is life with a period certain.
 9. **Data Page 20:** The current charge of “1.15%” for this Rider will range from 0.65% up to a maximum of 2.00%. The maximum charge of “2.30%” will range from 1.00% to 3.00%.
 10. **Data Page 20:** We may change the charge for this Rider after the completion of “two” Contract Years. Accordingly, “third” may vary. The number of Contract Years may vary from 1 to 10 Contract Years.
 11. **Data Page 20:** Reference to the ATP Investment Option will appear when the ATP Endorsement is issued with the Contract.
 12. **Data Page 20:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only.

“Greater of” GMDB Rider

- A. **Data Pages 21 -23:** The entire block of text pertaining to the “Greater of” GMDB Rider will appear when a client is issued the Rider.
- 1. **Data Pages 21 -22:** References to “Age 85” or “85th Birthday” may vary based on a change in product design. It may range from age 70 to age 95.
- 2. **Data Page 21:** The bracketed text beginning with “minus (iv) the dollar amount of any required minimum distribution...” will not appear if RMD Withdrawals under the Automatic RMD Services are adjusted on a pro-rata basis because an RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments.

Note: If the above is not included, item “(v)” will be changed to “(iv)”.
- 3. **Data Page 22:** The text “in the Contract Year of your PBA Funding Date” may be replaced with “in the Contract Year of your PBA Funding Date and the “five” Contract Years thereafter.” “Five” may range from “zero” to “ten”.
- 4. **Data Page 22:** Text pertaining to Required Minimum Distributions will appear with Traditional IRA Contracts only.
- 5. **Data Pages 22-23:** The charge of “1.15%” for the Rider will range from 0.65% to 2.00%. The maximum charge of “2.30%” for the Rider will range from 1.00% to 3.00%. We may change the charge for this Rider after the completion of “two” Contract Years. Accordingly, “third” may vary. The number of Contract Years may vary from 1 to 10 Contract Years. If a maximum change in the charge is not applicable, the sentence, “Any change in the charge will not exceed...”, will not appear. “30” days advance notice may range from 20 to 45 days. “30” Day Rider Drop Period may range from 20 to 45 days.
- 6. **Data Page 23:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only.

Highest Anniversary Value Death Benefit Rider (when GMIB is also elected)

- A. **Data Pages 24-25:** The entire block of text pertaining to the “HAV” GMDB Rider will appear when a client is issued the Rider and the GMIB Rider.
- 1. **Data Page 24:** References to “Age 85” or “85th Birthday” may vary based on a change in product design. It may range from age 70 to age 95.
- 2. **Data Page 24:** The bracketed text explains that, “During each Contract Year, prior to completion of “one” Contract Year[s]...”, the Highest Anniversary Value Benefit Base is adjusted on a pro-rata basis for withdrawals. The reference to “one” may range from “one” to “ten”. Alternatively, it may be adjusted on a dollar for dollar basis and then that sentence and the text “After completion of your “first” Contract Year” will not appear. The reference to “first” may range from “first” to “tenth”. As an alternative, if the adjustment is only on a pro-rata basis, then the paragraph “After completion of your “first” Contract Year”, your HAV Benefit Base...”, will not appear.

3. **Data Page 25:** Text pertaining to Required Minimum Distributions will appear with Traditional IRA Contracts only.
4. **Data Page 25:** The charge of “0.35%” for the Rider will range from 0.15% to 0.75%.
5. **Data Page 25:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only.

Highest Anniversary Value Death Benefit Rider

- A. **Data Page 26:** The entire block of text pertaining to the “HAV” GMDB Rider will appear when a client is issued the Rider.
 1. **Data Page 26:** References to “Age 85” or “85th Birthday” may vary based on a change in product design. It may range from age 70 to age 95.
 2. **Data Page 26:** The charge of “0.35%” for the Rider will range from 0.15% to 0.75%.
 3. **Data Page 26:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only.

Return of Principal Rider

- A. **Data Page 27:** The entire block of text pertaining to the “Return of Principal” Rider will appear when a client is issued the Rider.
 1. **Data Page 27:** There is currently no charge for this Rider. If a charge applies in the future, it will range from 0.00% to 0.50%. The following text will be included:

The charge for this benefit is “0.35%” of the GMDB Benefit Base. This charge is based on the GMDB Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your PBA Investment Options on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section VI. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the PBA Investment Options on a pro-rata basis. If there is insufficient value or no value in the PBA Investment Options any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the portion of the Account for Special Money Market Dollar Cost Averaging designated for the PBA Investment Options.

AXA EQUITABLE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

For use with Data Pages ICC12RC13DP-L marketed as AXA Equitable's "Retirement Cornerstone 12 –Series L Share"

The following comments describe the nature and scope of the illustrative and variable material contained in the Data Pages shown in brackets. When applicable, alternate text is provided. The Data Pages indicate ***"in bold italics"*** when certain text is included depending on market segment or optional benefit(s) elected. The actual Data Pages a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's optional benefit elections at application.

The Contract is available for issue as an annuity for Qualified Plan funding (**QP-DB and QP-DC**), an Individual Retirement Annuity (**Traditional IRA or Roth IRA**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Data Pages ICC12RC13DP-L:

1. **Data Page 1 and throughout:** These are illustrative numbers, amounts, dates, and names that reflect the facts in a given case. Differences which apply, depending on Contract Owner election, are also shown.
2. **Data Page 1, “Joint Owner” and “Joint Annuitant”:** This text will appear in the Data Pages for Non-Qualified Contracts only with a Joint Owner and/or Joint Annuitant.
3. **Data Page 1 (This item applies to Inherited IRA/Roth IRA Contracts only.):** If the Contract is issued to an Owner who is the spouse of the Deceased Owner then the designation “Special Surviving Spouse” will appear after the Owner’s name and the Original Owner’s date of death will be shown.
4. **Data Page 1 (This item applies to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts only.):** If the Contract is issued as a Non-Spousal Beneficiary Continuation Option for a Tax Qualified Retirement Plan as a direct rollover to a Traditional IRA Contract, the Retirement Plan Participant’s name and date of death will be shown here.
5. **Data Page 1, “Employer” and “Plan” Information:** This text will appear in the Data Pages for QP Contracts only.
6. **Data Page 1, “Endorsements attached”:** Endorsements including Market Segment endorsement information will appear based on an Owner’s application. Market segments may be added or deleted in the future. Any such change will be in compliance with regulatory guidelines.
7. **Data Page 2, “Investment Options Endorsement(s)” and “Optional Rider(s)”:** Any Benefit Endorsement or Optional Rider issued under a Contract will be listed on the Data Pages.
8. **Data Page 2, “Maturity Date”:** The Maturity Date and corresponding description will appear on the Data Page for NQ, Traditional IRA, and Roth IRA Contracts. The Maturity Date may not be prior to thirteen months from the Contract Date and the age at the Maturity Date is currently age 95. However, the Maturity Date and/or age at the Maturity Date may change based on regulatory guidelines. Reference to “thirteen months” may range from 13 months to 5 years. The range for age “95”, is 80 to 105. Spousal Continuation paragraphs will appear for IRA and NQ contracts as shown. “60 Days” may range from 30 to 120 days. For NQ Contracts with Joint Annuitants the age of the older Annuitant determines the Maturity Date.
9. **Data Page 2, “BCO Distribution Commencement Date”:** The BCO Distribution Commencement Date will appear, in lieu of the Maturity Date, for Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Contracts (also referred to as “Non-Spousal QP to Inherited IRA BCO Contracts”).
10. **There is no item 10.**
11. **Data Page 3, “Initial [Annual] Rollup Rate”, “Initial Deferral Rollup Rate”, “Ten Year Treasuries Formula Rate” and Ten Year Treasuries Formula Rate”:** If GMIB or the “Greater of Death Benefit” is elected, the Rollup Rate text will appear. The Annual and Deferral

Rollup Rate will be set each calendar quarter for Contract Date Anniversaries during that quarter, and currently will be applicable for two Contract Years. The one year, or initial “Annual” applicability may change to a period from 2 months to 2 years.

Initial “Annual” Rollup Rate:

Rates Shown	Range
“5.00%”	0.50% to 10.00%

Initial Deferral Rollup Rate:

Rates Shown	Range
“6.00%”	0.50% to 10.00%

If the initial Annual Rollup Rate is greater than the rate derived from the Ten Year Treasuries formula or if the initial Deferral Rollup Rate is greater than the rate derived from the Ten Year Treasuries formula, the following sentence will then appear in the Data Pages: “This rate is greater than the rate derived from the formula shown below”.

If either or both the Initial Annual Rollup Rate and/or the Deferral Ten Year Treasuries Formula Rate is locked for a fixed period of more than one year, the following text will appear.

“This rate will apply for “2” Contract Years. After completion of “2” Contract Years, your Rollup Rate/Deferral Rollup Rate will be determined by the formula below”.

The paragraph below as shown in the Data Page is alternate text which will only appear if the guaranteed minimum rollup rate will change at specified intervals during the term of the Contract:

“After your “second Contract Date Anniversary”, the minimum rate will be no less than “4%” for the next “4” Contract Years. After the “6th” Contract Year and for the next “5” Contract Years, the minimum rate will be no less than “2%”, and thereafter the minimum rate will be no less than “1.5%”.

The various durations of Rider minimum rates will be the minimum rates in effect at the time of issue and are guaranteed for the duration of the Rider as shown in the Table below. The rates and durations shown below may vary as follows:

Rates Shown	Range
0.10%	0.10% to 0.40%
1.00% (Ten Year Treasury Formula/2.00% Deferral Ten Year Treasury Formula)	0.00% to 3.00%
1.50%	0.50% to 5.00%
2.00%	
4.00%	
5.00%	0.50% to 10.00%
7.00%	0.50% to 10.00%
8.00%	5.00% to 10.00%
Duration/Period Shown	Range/[Alternate Text]
Annual, One Year, Contract Year, First Contract Year, Second Contract Year	2 Months to 10 years
First Contract Date Anniversary, Second Contract Date Anniversary, Contract Date Anniversary	First 2 Months following the Contract Date to tenth Contract Date Anniversary
2 Contract Years	One Month to 10 Contract Years
4 Contract Years	
5 Contract Years	
6 th Contract Year	
Each; The	[The]; [Each]; one to five years; each Contract Date Anniversary to the tenth Contract Anniversary
20 days	5 – 30 days
15 th day	1 st – 31 st day
Quarter	Month-annual
Text Shown	Range/[Alternate Text]
Ten-Year	Treasury Index may change to an index of a different Treasury maturity within a range of 5-year to 15-year Treasuries.
Nearest	[Lowest]
Plus “1.00%” rounded to the “nearest/lowest” “0.10%” increment	is a discretionary additional amount that may not apply.

12. **Data Page 4, “Special Dollar Cost Averaging Rate”:** Special DCA is available under this Contract. The minimum Special DCA rate will never be less than 1% or the NAIC minimum rate as described in item 13 or more than 20%. The duration may vary from 3 to 24 months.
13. **Data Page 4, “Guaranteed Interest Option”:** Pursuant to Section 2.01 of the Contract, AXA Equitable will determine a Guaranteed Interest Rate for the stated period.

The lifetime minimum guaranteed interest rate for the Guaranteed Interest Option is based on the NAIC Model Indexed methodology (or indexed rate methodology adopted by your jurisdiction), as described in the actuarial memorandum. The lifetime minimum guaranteed interest rate is bracketed on the enclosed Data Pages, as it will fluctuate periodically based on the indexed rate methodology adopted by your jurisdiction. The lifetime minimum guaranteed rate will never be

less than 1% or greater than 3%. Once a Contract is issued, the lifetime minimum guaranteed interest rate established for that Contract will apply for the Contract's duration and the rate will not be reset.

14. **Data Pages 4-7, "Investment Options":** As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable will be listed here. The Variable Investment Options that will be available are Variable Investment Options of AXA Equitable's Separate Account No. "70". If this Separate Account is retitled, or if other separate accounts are made available in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any Separate Account Investment Option will provide for participation only in a Separate Account that has been approved by the New York Insurance Department.

We reserve the right to limit the number of Investment Options an Owner may elect. The text "You may not allocate amounts to more than "90" Investment Options at any time" is bracketed to allow for the flexibility of removing the sentence in the future if we decide not to limit the amount of Investment Options an Owner may elect. The amount of "90" Investment options may vary from 50 to 150.

Investment Account ("IA") Investment Options

The Investment Options and allocation percentage elected by the Owner will be listed in the Data Pages. The Data Pages show an illustrative list of Variable Investment Options available under this Contract. We reserve the right to change the name, add, discontinue or re-categorize Investment Options.

Guaranteed Interest Option (GIO)

If the GMIB or an optional GMDb Rider has been elected, then the Guaranteed Interest Option is available in addition to the IA Investment Options. Currently, no more than "25%" of the total Annuity Account Value of the IA Investment Options and the PBA Investment Options may be allocated to the Guaranteed Interest Option. This percentage limit may change in the future or may be removed. The percentage limit may range from 5% to 100%. The percentage limit will be reflected on the form delivered to the Contract Owner. This limitation may change from time to time. We reserve the right to apply the percentage limit to only the IA Investment Options.

Protected Benefit Account ("PBA") Investment Options

If the GMIB or an optional GMDb Rider has been elected, then the PBA Investment Options are available in addition to the IA Investment Options.

The Investment Options and allocation percentage elected by the Owner's will be listed here. We reserve the right to change the name, add, discontinue or re-categorize Investment Options.

The text pertaining to the AXA Ultra Conservative Strategy Investment Option will appear when GMIB is elected.

15. **Data Page 7, "Contribution and Allocations":**

Age limitations with respect to Contract issuance and subsequent Contributions vary by market segment. We reserve the right to change these age requirements and/or Contribution age limitations in the future to comply with any regulatory or product changes. The current age requirements are as follows:

Issue Age*	Contribution Age Maximum	Age at Maturity Date
0-85	86	95

* Issue Age is limited to age 70 for Inherited IRA Contracts and 75 for QP Contracts. The Contribution Age Maximum is one year beyond the maximum issue age for these Contracts.

The Owner's initial Contribution amount will appear on Data Page 4.

The current minimum Contribution amount requirements are shown below in Table A. If any amount is changed by us, the Data Page will reflect the applicable amount and accordingly, any related text change thereto. Additional text noted below in Table B will vary by market segment. We may also change the Contribution limits to accommodate an optional GMIB benefit or a new class of business. If such a change is made we may limit the Investment Options under the Contract. Any change will be made for all Contracts depending on the market segment, distribution channel and/or class of business. The current maximum Contribution amount is \$1,500,000 (\$500,000 for issue ages 81 – 85). The maximum Contribution amount may range from \$250,000 (for issue ages 81 – 85) to \$5,000,000 for all AXA Equitable Contracts.

Reference to age "86" for subsequent Contributions may range from 71 to 86. The "first" Contract Date Anniversary may range from first Contract Date Anniversary to the fifth Contract Date Anniversary.

Transfers and Contributions to PBA Investment Options may not exceed a total of "\$1,500,000". This amount may change within a range of \$500,000 to \$2,500,000.

The bracketed GMIB/GMDB text entries and corresponding descriptions will appear on the Data Page based on the issuance of the Rider(s).

GMIB/GMDB Subsequent Contributions:

The age "80" shown in the Data Page is bracketed to allow for the flexibility of showing the maximum Contribution age allowed under the Contract. If the Contract is issued with Return of Principal or Highest Anniversary Value GMDB, Contributions can be made to age "80" (all markets other than QP). If the Contract is issued **without** the "Greater of" GMDB, Contributions can be made to age 75 (all QP markets) and age 70 if issued **with** the "Greater of" GMDB (all markets). The ages "80", "75", and "70" may range from 65 to 86.

Table A: The Contribution limits will be shown in the Contract Owner’s Data Pages based on the Owner’s market segment.

Minimum Initial Contribution	Minimum Subsequent Contribution
“\$25,000” (Range of \$1,000 to \$50,000)	“\$500” (\$50 for IRA/Roth, \$1,000 for Inherited IRA/Roth) Subsequent Contributions are not permitted under Non-Spousal Beneficiary Continuation (Range of \$20 to \$2,000)

Table B: The following language (based on the Contract Owner’s market segment) will be included as the second paragraph under Contributions and Allocations.

Market Segment	Text
QP-Defined Benefit	The only Contributions we will accept are: (i) transfers from another QP-DB Plan and (ii) amounts attributable to a change of investment vehicles in the Plan. We will not accept ongoing Contributions or Contributions directly from an Employer, or through an Employer’s check. We may refuse to accept any Contribution if the sum of all Contributions under the Contract would then total more than 80% of the present value of the Annuitant’s accrued benefit.
QP-Defined Contribution	The only Contributions we will accept are: (i) transfers from another QP-DC Plan and (ii) amounts attributable to a change of investment vehicles in the Plan. We will not accept ongoing Contributions or Contributions directly from an Employer, or through an Employer’s check. We may refuse to accept Contributions made on an after-tax basis, including but not limited to, direct transfers or rollovers, as the case may be, from designated Roth accounts under Internal Revenue Code Section 401(k) and 403(b) Plans.
Traditional IRA	We will only accept initial Contributions in the form of either a rollover Contribution or a direct custodian-to-custodian transfer from other traditional individual retirement arrangements. Subsequent Contributions may be “regular” IRA Contributions, rollover Contributions or direct transfers.
Roth IRA	<p>We may refuse to accept rollovers from designated Roth accounts under Internal Revenue Code Sections 401(k) and 403(b) Plans.</p> <p>We will only accept initial Contributions in the form of either a rollover Contribution from Traditional IRAs, or Roth IRAs, or direct custodian-to-custodian transfers from other Roth IRAs.</p> <p>Amounts converted from a [Retirement Cornerstone] Traditional IRA Contract you own are subject to the following Contribution minimum: Greater of [\$5,000] and [25%] of the Annuity Account Value of your [Retirement Cornerstone] Traditional IRA Contract.</p> <p>The reference to the product marketing name “Retirement Cornerstone” is bracketed to allow for the flexibility to change the marketing name and/or to</p>

	include additional products in the future The reference to “\$5,000” may range from \$500 to \$25,000 and “25%” may range from 5% to 50%.
Non- Spousal Applicable Plan Beneficiary Inherited IRA Contracts	We will accept a single direct rollover Contribution in accordance with the Section 402 (c) (11) of the Code of your interest as a beneficiary under the Deceased Participant’s Applicable Plan. No subsequent Contributions can be made.
Inherited Traditional IRA	Subject to our approval, you may make additional direct transfer Contributions to this Inherited Traditional IRA Contract from your interest as a beneficiary under another traditional individual retirement arrangement under Section 408 of the Code of the same Deceased Owner which is being distributed over the same period.
Inherited Roth IRA	Subject to our approval, you may make additional direct transfer Contributions to this Inherited Roth IRA Contract from your interest as a beneficiary under another Roth individual retirement arrangement under Sections 408A and 408 of the Code of the same Deceased Owner which is being distributed over the same period.
Partial Roth IRA Conversion Contracts	The minimum Contribution amount is the greater of the initial minimum Contribution amount for the respective product (see Table A above) or 25% of the Owner’s Annuity Account Value. This percentage may range from 0% to 100%.

16. **Data Page 8, “Discontinuance of Contributions and/or Transfers to the PBA”:** If we discontinue Contributions and transfers into all of the PBA Investment Options, any subsequent Contribution or automated transfer will be allocated to the IA Investment Option corresponding to the PBA Investment Option in the allocation instructions. We may reserve the right to discontinue acceptance of Contributions and transfers into an individual PBA Investment Option. The default Investment Option may change from the AXA Balanced Strategy Investment Option to a similar Investment Option. The advance notice period of “45” days may range from 30 to 120 days.

17. **Data Pages 8-10, “Cumulative Contribution and Allocation Limits”:** Our right to refuse Contributions and allocations is based on certain maximums shown in the Data Pages and the issue age of the Owner. The reference to the maximum Contribution limit of “\$1,500,000” may range from \$500,000 to \$5,000,000 and “\$500,000” may range from \$100,000 to \$1,000,000.

If AXA Equitable is no longer accepting Contributions that exceed the “\$1,500,000” amount, the following sentence will not appear in the Data Pages: *“If we accept any such Contribution under this Contract, your Investment Options may be limited to the Investment Account Investment Options.”*

The references to the product marketing names “Retirement Cornerstone” and “Accumulator” are bracketed to allow for the flexibility to change the marketing name and/or to include additional products in the future.

Data Pages 8 and 10, “150% Rule”: The limit on aggregate Contributions and transfers to the PBA Investment Options, of “150%” will range from 100% to 200%. Any Contribution restrictions set forth in an Employer’s Plan will appear here.

Data Page 8, “AXA Equitable Annuity Accumulation Contract Contribution Limit”: We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would then total “\$2,500,000” (range \$100,000 to \$10,000,000).

18. **Data Page 9, “Transfer Rules (a) through (f)”:** Current market timing and other transfer rules are shown in the Data Pages. These Contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the Variable Investment Options invest. We reserve the right to change this text to address disruptive activity. The advance notice period of “45” days may range from 30 to 120 days.
19. **Data Page 9, “Guaranteed Interest Option Transfer Percentage Limit”:** The allocation and transfer restriction amount with respect to the Guaranteed Interest Option is currently limited to “25%”. This amount may change in the future. The percentage limitation will range from 5% to 100%. The amount will be reflected on the form delivered to the Contract Owner. This amount may change from time to time.
20. **Data Pages 9-10, “Transfer rules among the IA Investment Options and the PBA Investment Options”:** The text shown on the Data Pages pertaining to the GMIB/GMDB will appear on the Data Page when the Rider(s) has been elected.

GMIB/GMDB Transfers: The age “80” shown in the Data Page is bracketed to allow for the flexibility of showing the maximum age to transfer amounts from the IA Investment Options to the PBA Investment Options. If the Contract is issued with the “Greater of” GMDB, the maximum age to transfer amounts is age 70. If the Contract is not issued with the “Greater of” GMDB, the maximum age to transfer amounts is age “80”. The ages “80” and “70” may range from 65 to 86.

The “first” Contract Date Anniversary may range from first Contract Date Anniversary to the fifth Contract Date Anniversary. Transfers and Contributions to the PBA may not exceed “\$1,500,000”. This amount may change within a range of \$500,000 to \$5,000,000.

The references to the product marketing names “Retirement Cornerstone” and “Accumulator” are bracketed to allow for the flexibility to change the marketing name and/or to include additional products in the future.

21. **Data Page 10, “Withdrawals”**: The current minimum withdrawal amounts , related limits and the order of Investment Options from which the withdrawal will be taken are shown. If any amount is changed, the Data Pages for new issues will reflect the applicable amount, which may range from \$100 to \$1,000 and accordingly, any related text change thereto. Any change will be made for all Contracts depending on the product, market segment, class or distribution channel. Automatic Required Minimum Distributions Withdrawals are applicable to the IRA market segment.
- The following text will appear for QP Contracts only: “Amounts withdrawn to pay Third Party Administrator (TPA) fees are not subject to this minimum withdrawal amount.”
- 21A. **Data Page 10 and throughout, “ATP Investment Option”**: Reference to the ATP Investment Option will appear when the GMIB Rider has been elected.
22. **Data Page 11, “Contract Termination”**: The minimum Cash Value amount is shown in the Data Pages. We have the right to notify the Contract Owner of the Contract termination if the Cash Value is less than the minimum shown in the Data Pages. The minimum Cash Value may vary, from \$300 to \$1,000.
23. **Data Page 11, “Annuity Benefit Forms - (Normal Form of Annuity Benefit)”**: The Normal Form of Annuity is shown in the Data Pages. This is the current default option exercised upon a Contract’s maturity. We reserve the right to change it in the future. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages are modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations. ***This item does not apply to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as “Non-Spousal QP to Inherited IRA BCO”) Contract.***
24. **Data Page 11, “Conditions for Payment – (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex)”**: The bracketed material reflects AXA Equitable’s current policy regarding the determination of the amount of Annuity Benefits including any adjustment as a result of misstatements. These amounts may be revised in the future for all Contracts. The rate may range from 1% to 6%.
25. **Data Page 11, “Conditions for Payment – (Minimum Amount to be Applied to an Annuity)”**: The current amount is shown in the Data Pages. We reserve the right to change these amounts in the future. The “\$2,000” amount may range from \$1,500 to \$7,500; the “\$20” amount may range from \$10 to \$100.
26. **Data Pages 12-14, “Free Withdrawal Amount”**: The Free Withdrawal Amount may range from 5% to 30%. The various alternate texts shown in the Data Pages will appear as determined by the Rider(s) issued under the Contract. The “90” day period may range from 45 to 180 days.

27. **Data Page 14, “Annual Administrative Charge”:** The bracketed text pertaining to IA Investment Options and PBA Investment Options will appear in the Data Page when elected by the Owner, as applicable. The current and maximum Administrative Charge and any applicable minimum Annuity Account Value for its waiver are reflected in the Data Pages. We reserve the right to change these amounts for new issues of this Contract. The maximum charge of “\$30” per Contract Year may range from \$0 to \$85 and will not change once the Contract is issued. The minimum Annuity Account Value of “\$50,000” may range from \$25,000 to \$100,000.
28. **Data Page 14, “Transfer Charges and the Number of Free Transfers”:** The number of free transfers is currently “unlimited”. However, the number of free transfers may be limited to 4 per Contract Year. The charge for any transfer in excess of the number of free transfers may be “\$25” (with a range of \$0 to \$50) or “2%” (with a range of 0.50% to 5.00%) of each transaction amount. The charge will not exceed “\$35” (with a range of \$0 to \$50).
29. **Data Page 15, “Contract Fee”:** Sections 8.04 and 8.06 of the Contract gives AXA Equitable the right to reduce the Contract Fee; we will do so to reflect changes in administrative expenses, death benefit, mortality experience, sales (distribution) expenses and any other applicable expenses subject to any regulatory approvals that apply. For new issues, the Contract Fee will not exceed 2.00%.
- The Contract Fee is determined by the Owner’s election of IA Investment Options and PBA Investment Options and will be reflected on the Data Pages. In addition, a Variable Investment Option Facilitation Charge will apply to certain Variable Investment Options as indicated in the Data Pages. The Variable Investment Option Facilitation Charge will range from 0% to 0.45%.
30. **Data Page 15, “Third Party Transfer Charge”:** A charge for any amounts withdrawn from the contract and directly transferred to another investment provider, retirement plan, account, or Contract, will be deducted. The current charge is \$0 (with a range of \$0 to \$125).
31. **Data Page 15, “Check Preparation Charge”: Alternate Payment Method-** As stated in Section 9.07 of the Contract, we may implement an alternate payment method. If we do so, the bracketed text pertaining to the Alternate Payment Method as shown will appear on the Data Page. Any payment by check is subject to a check preparation charge. The current charge is \$0 (with a range of \$0 to \$85).

If a charge applies in the future, the text “Currently, there is no charge for this service” will be replaced with the following text:

The current charge is “\$85”.

Part D – Withdrawal Charge Waivers

32. **Data Page 17:** Certain Withdrawal Charge waivers vary by market segment or Rider issuance as described in the variable text which prefaces bracketed items. Accordingly, the number of waivers will vary by Contract based on these criteria.

SOV for Part E of Data Pages

GMIB Rider

- A. **Data Pages 18-20:** The entire block of text pertaining to the GMIB Rider will appear when a client is issued the Rider.
1. **Data Pages 18-20:** Reference to “30” days as shown in this section and throughout the Rider may vary from 15 to 120 days. Accordingly, 30th day may vary from 15th to 120th day.
 2. **Data Pages 18-19:** Text pertaining to Required Minimum Distributions will appear with Traditional IRA Contracts only. Accordingly, to align with this Section, the first “two paragraphs” will appear when Required Minimum Distribution text applies. Reference to the ATP Investment Option will appear when the ATP Endorsement is issued with the Contract.
 3. **Data Page 19:** Reference to bracketed “first” Contract Date Anniversary may range from the first to the fifteenth.
 4. **Data Page 19:** References to “95th birthday” and “age 95” may be revised to comply with regulatory changes pertaining to annuity Contract maturity age requirements. It may also vary based on a change in product design. It may range from age 80 to 105.
 5. **Data Page 19:** Reference to the new waiting period to exercise the GMIB of up to the later of “10” Years may range from 1-15 years.
 6. **Data Page 19:** In the second paragraph the following sentence will appear if we waive the ten year wait for GMIB Exercise upon a reset of the GMIB Benefit Base at the ages shown. “If you reset your GMIB Benefit base on or after age “86”, notwithstanding anything to the contrary, you may elect a GMIB Exercise Option described in Part III of this GMIB Rider upon your Contract Date Anniversary following your “95th” birthday, or if earlier, your Maturity Date”.
 7. **Data Page 19:** Reference to age “86” may range from 70 to 95.
 8. **Data Page 19:** Regarding reference to “single life annuity,” if an alternate form of benefit is offered reference thereto would show. Such alternate form currently contemplated is life with a period certain.
 9. **Data Page 20:** The current charge of “1.15%” for this Rider will range from 0.65% up to a maximum of 2.00%. The maximum charge of “2.30%” will range from 1.00% to 3.00%.
 10. **Data Page 20:** We may change the charge for this Rider after the completion of “two” Contract Years. Accordingly, “third” may vary. The number of Contract Years may vary from 1 to 10 Contract Years.
 11. **Data Page 20:** Reference to the ATP Investment Option will appear when the ATP Endorsement is issued with the Contract.
 12. **Data Page 20:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only.

“Greater of” GMDB Rider

- A. **Data Pages 21 -23:** The entire block of text pertaining to the “Greater of” GMDB Rider will appear when a client is issued the Rider.
1. **Data Pages 21-22:** References to “Age 85” or “85th Birthday” may vary based on a change in product design. It may range from age 70 to age 95.
2. **Data Page 21:** The bracketed text beginning with “minus (iv) the dollar amount of any required minimum distribution...” will not appear if RMD Withdrawals under the Automatic RMD Services are adjusted on a pro-rata basis because an RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments.
- Note: If the above is not included, item “(v)” will be changed to “(iv)”.
3. **Data Page 22:** The text “in the Contract Year of your PBA Funding Date” may be replaced with “in the Contract Year of your PBA Funding Date and the “five” Contract Years thereafter.” “Five” may range from “zero” to “ten”.
4. **Data Page 22:** Text pertaining to Required Minimum Distributions will appear with Traditional IRA Contracts only.
5. **Data Pages 22-23:** The charge of “1.15%” for the Rider will range from 0.65% to 2.00%. The maximum charge of “2.30%” for the Rider will range from 1.00% to 3.00%. We may change the charge for this Rider after the completion of “two” Contract Years. Accordingly, “third” may vary. The number of Contract Years may vary from 1 to 10 Contract Years. If a maximum change in the charge is not applicable, the sentence, “Any change in the charge will not exceed...”, will not appear. “30” days advance notice may range from “20” to “45” days. “30” Day Rider Drop Period may range from “20” to “45” days.
6. **Data Page 23:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only.

Highest Anniversary Value Death Benefit Rider (when GMIB is also elected)

- A. **Data Pages 24-25:** The entire block of text pertaining to the “HAV” GMDB Rider will appear when a client is issued the Rider and the GMIB Rider.
1. **Data Page 24:** References to “Age 85” or “85th Birthday” may vary based on a change in product design. It may range from age 70 to age 95.
2. **Data Page 24:** The bracketed text explains that, “During each Contract Year, prior to completion of “one” Contract Year[s]...”, the Highest Anniversary Value Benefit Base is adjusted on a pro-rata basis for withdrawals. The reference to “one” may range from “one” to “ten”. Alternatively, it may be adjusted on a dollar for dollar basis and then that sentence and the text “After completion of your “first” Contract Year” will not appear. The reference to “first” may range from first to tenth. As an alternative, if the adjustment is only on a pro-rata basis, then the paragraph “After completion of your “first” Contract Year”, your HAV Benefit Base...”, will not appear.

3. **Data Page 25:** Text pertaining to Required Minimum Distributions will appear with Traditional IRA Contracts only.
4. **Data Page 25:** The charge of “0.35%” for the Rider will range from 0.15% to 0.75%.
5. **Data Page 25:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only.

Highest Anniversary Value Death Benefit Rider

- A. **Data Page 26:** The entire block of text pertaining to the “HAV” GMDB Rider will appear when a client is issued the Rider.
 1. **Data Page 26:** References to “Age 85” or “85th Birthday” may vary based on a change in product design. It may range from age 70 to age 95.
 2. **Data Page 26:** The charge of “0.35%” for the Rider will range from 0.15% to 0.75%.
 3. **Data Page 26:** The Special “Money Market” Dollar Cost Averaging is available under Series CP only.

Return of Principal Rider

- A. **Data Page 27:** The entire block of text pertaining to the “Return of Principal” Rider will appear when a client is issued the Rider.
 1. **Data Page 27:** There is currently no charge for this Rider. If a charge applies in the future, it will range from 0.00% to 0.50%. The following text will be included:

The charge for this benefit is “0.35%” of the GMDB Benefit Base. This charge is based on the GMDB Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your PBA Investment Options on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section VI. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the PBA Investment Options on a pro-rata basis. If there is insufficient value or no value in the PBA Investment Options any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the portion of the Account for Special Dollar Cost Averaging designated for the PBA Investment Options.

AXA Equitable Life Insurance Company

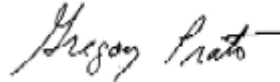
State of Arkansas

Certificate of Compliance – Bulletin 11-83

RE: ICC12RC13DP-B – Individual Fixed and Variable Annuity – Data Pages
ICC12RC13DP-L – Individual Fixed and Variable Annuity – Data Pages
ICC12RC13DP-CP – Individual Fixed and Variable Annuity – Data Pages
ICC12TGAP1 – Individual Fixed and Variable Annuity – Data Pages
ICC12TGAP2 – Individual Fixed and Variable Annuity – Data Pages
ICC12TGAP3 – Individual Fixed and Variable Annuity – Data Pages
ICC12GMIBRC13 – Individual Fixed and Variable Annuity –Rider
ICC12GMDBGRRRC13 – Individual Fixed and Variable Annuity –Rider
ICC12GMDBHAVRC13 – Individual Fixed and Variable Annuity –Rider
ICC12GMDBHAV-IBRC13 – Individual Fixed and Variable Annuity –Rider
ICC12GMDBROPRC13 – Individual Fixed and Variable Annuity –Rider
ICC12GBENDORC13 – Individual Fixed and Variable Annuity –Endorsement
ICC12ATPRC13 – Individual Fixed and Variable Annuity –Endorsement
ICC12BONUSRC13 – Individual Fixed and Variable Annuity –Endorsement
ICC12NQ-RC13 – Individual Fixed and Variable Annuity –Endorsement
ICC12IRA-RC13 – Individual Fixed and Variable Annuity –Endorsement
ICC12ROTH-RC13 – Individual Fixed and Variable Annuity –Endorsement
2012 App 02 RC13 – Individual Fixed and Variable Annuity –Application
2012 App 01 RC13 – Individual Fixed and Variable Annuity –Application
2012 App 02 RC13F – Individual Fixed and Variable Annuity –Application
E 2012 App 02 RC13 – Individual Fixed and Variable Annuity –Application

I, Gregory Prato, Assistant Vice President of AXA Equitable Life Insurance Company, do hereby certify that the guidelines of Arkansas Bulletin 11-83 have been reviewed, and that the above listed form(s) do comply with these guidelines.

BY:



Signature

Gregory Prato
Name

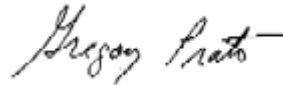
Assistant Vice President
Title

12/03/2012
Date

AXA Equitable Life Insurance Company
State of Arkansas
Certificate of Compliance – Regulation 19s 10B
Unfair Sex Discrimination in the Sale of Insurance

RE: ICC12RC13DP-B – Individual Fixed and Variable Annuity – Data Pages
ICC12RC13DP-L – Individual Fixed and Variable Annuity – Data Pages
ICC12RC13DP-CP – Individual Fixed and Variable Annuity – Data Pages
ICC12TGAP1 – Individual Fixed and Variable Annuity – Data Pages
ICC12TGAP2 – Individual Fixed and Variable Annuity – Data Pages
ICC12TGAP3 – Individual Fixed and Variable Annuity – Data Pages
ICC12GMIBRC13 – Individual Fixed and Variable Annuity –Rider
ICC12GMDBGRRRC13 – Individual Fixed and Variable Annuity –Rider
ICC12GMDBHAVRC13 – Individual Fixed and Variable Annuity –Rider
ICC12GMDBHAV-IBRC13 – Individual Fixed and Variable Annuity –Rider
ICC12GMDBROPRC13 – Individual Fixed and Variable Annuity –Rider
ICC12GBENDORC13 – Individual Fixed and Variable Annuity –Endorsement
ICC12ATPRC13 – Individual Fixed and Variable Annuity –Endorsement
ICC12BONUSRC13 – Individual Fixed and Variable Annuity –Endorsement
ICC12NQ-RC13 – Individual Fixed and Variable Annuity –Endorsement
ICC12IRA-RC13 – Individual Fixed and Variable Annuity –Endorsement
ICC12ROTH-RC13 – Individual Fixed and Variable Annuity –Endorsement
2012 App 02 RC13 – Individual Fixed and Variable Annuity –Application
2012 App 01 RC13 – Individual Fixed and Variable Annuity –Application
2012 App 02 RC13F – Individual Fixed and Variable Annuity –Application
E 2012 App 02 RC13 – Individual Fixed and Variable Annuity –Application

I, Gregory Prato, of AXA Equitable Life Insurance Company, do hereby certify that above listed form(s) meet the requirements of Regulation 19s 10B as well as all applicable requirements of the Arkansas Department of Insurance.

BY: 
Signature

Gregory Prato
Name

Assistant Vice President
Title

12/03/2012
Date



Richard Walsh
Assistant Vice President
Annuity Product Management & Filing

December 3, 2012

Mr. Jay Bradford, Insurance Commissioner
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

RE: AXA Equitable Life Insurance Company
NAIC No.: 968-62944
FEIN 13-5570651
See Attached Exhibit I, which lists the forms being filed.

Dear Mr. Bradford:

Filing Overview

We are filing for your approval the enclosed flexible premium combination fixed and variable deferred annuity forms. The new forms (described below) include: six sets of Data Pages, five Optional Benefit Riders, six Endorsements and four Applications. All these forms will be issued with previously approved base contract ICC12BASE4-A (approved on 02/03/2012, SERFF # ELAS-127985616).

These new forms will be used to allow us to introduce three different share classes of our "Retirement Cornerstone 13" Product. The three share classes differ by charges, minimum contributions and withdrawal charge schedules as shown in the Data Pages. Data Pages also reflect the Tables of Guaranteed Annuity Payments which apply under the Contract. In order to assist your review, we have highlighted these share class differences in the chart shown in Exhibit II.

Contract and Data Page Compilation

Upon approval of the submitted forms, Data Pages ICC12RC13DP-B, ICC12RC13DP-CP, and ICC12RC13DP-L, which all provide for withdrawal charges, will be issued with previously approved Contract ICC12BASE4-A.

The submitted forms will be issued with various riders as elected and endorsements as applicable and described below and Data Pages ICC12TGAP2 which show the table of guaranteed annuity payments under the Contracts. Data Pages ICC12TGAP1 and ICC12TGAP3 are being filed for potential future use on a new business basis only. If the guaranteed annuity rates increase, the Company will shift to Data Pages ICC12TGAP1 and if they decrease, to ICC12TGAP3. Any change in rates will be done on a new business basis only. This is a defensive measure for risk mitigation purposes only. We plan at this point in time to launch with ICC12TGAP2.

AXA Equitable Life Insurance Company
1290 Avenue of the Americas New York NY 10104 Mail Drop 14-05
Tel: (212) 314-3408 Fax: (212) 314-4824 Richard.Walsh@axa-equitable.com

Under these new forms, like earlier generations of this product, a client may elect from two sleeves of Investment Options to fund his/her annuity contract. One sleeve is termed the “Investment Account (“IA”) Investment Options” and the other is termed the “Protected Benefit Account (“PBA”) Investment Options.” A client seeking guarantees through the purchase of an optional benefit rider must fund his/her rider by allocating amounts to the PBA Investment Options. Allocation of such amounts may be done by Contributions to or transfers into these PBA Investment Options. A Benefit Base is funded by allocating amounts to these PBA Investment Options. It is the Benefit Base described in the various Riders which is a key element of the basis for the guarantees under the Contracts.

Guaranteed Minimum Income Benefit (“GMIB”) Rider

Rider ICC12GMIBRC13 is available at issue only and provides for an optional Guaranteed Minimum Income Benefit. The Rider is issued with a Contract unless a client opts out of such Rider on the application. Rider ICC12GMIBRC13 provides a lifetime income through “exercise” of the benefit after a wait period based on the Owner’s age. (The client may also exercise GMIB without regard to this wait period upon a Rider Charge increase.) The Rider also allows for annual withdrawals prior to the commencement of lifetime income payments. To create the GMIB Benefit Base which is the funding basis for the Rider’s benefits, the owner must make initial or subsequent contributions to the PBA Investment Options or make a transfer from the IA Investment Options to the PBA Investment Options.

The GMIB Rider provides for a rollup rate which is determined by and periodically adjusted by an index. The minimum annual rollup rate will be equal to the average rate of 10-year Treasury rates during the twenty (20) calendar days ending on the 15th of the month immediately preceding calendar quarter in which the contract anniversary falls, plus 100 basis points, rounded to the nearest 10 basis points. A higher rollup rate may be declared at our discretion. The rollup rate may be changed each Contract Year, subject to a floor and a cap. The rollup rate will be determined and declared quarterly. A Deferral Rollup Rate will be credited to a client’s GMIB Benefit Base each Contract Year until a withdrawal is taken. Once a withdrawal is taken, the Deferral Rollup Rate will not apply in that Contract Year or any subsequent Contract Year. Rider ICC12GMIBRC13 provides an annual reset of the GMIB benefit base unless the Owner opts out of this feature.

Guaranteed Minimum Death Benefit (“GMDB”) Riders

Riders ICC12GMDBROPRC13, ICC12GMDBHAVRC13, ICC12GMDBHAV-IBRC13 and ICC12GMDBGRRRC13 provide for optional Guaranteed Minimum Death Benefits. Rider ICC12GMDBGRRRC13 is available at issue only and provides an annual reset of the Guaranteed Minimum Death Benefit, unless the Owner opts out, and is available only in combination with the GMIB Rider described above. If GMIB is voluntarily terminated, this rider will be automatically terminated at the same time. Rider ICC12GMDBHAV-IBRC13 is available only in combination with the GMIB Rider. Riders ICC12GMDBROPRC13 and ICC12GMDBHAVRC13 are available at issue and post-issue and may be elected on a stand-alone basis; Riders ICC12GMDBHAVRC13 and ICC12GMDBHAV-IBRC13 provide an annual reset of the benefit base if the Annuity Account Value is greater than the current GMDB and Rider ICC12GMDBROPRC13 provides a return of principal. Riders ICC12GMDBROPRC13 and ICC12GMDBHAVRC13 may be elected post-issue if a client drops GMIB and wishes to change his/her GMDB election as detailed in the *Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s)*. These riders are funded by allocating amounts to the PBA Investment Options.

The Endorsement Applicable to the Termination of an Optional Guaranteed Minimum Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s)

Endorsement ICC12GBENDORC13 is available at issue only and describes the interplay between and rules associated with the GMIB and GMDB Riders. The effect of terminating a rider is presented in table form to provide the client a more user-friendly format to discern the difference between a pre-funding and post-funding termination of a rider.

Market Segment Endorsements

Enclosed for your approval are the following new market segment endorsements. The market segment endorsements have been drafted in consultation with our tax and insurance counsel.

Endorsement No.	Applicable to Market Segment
ICC12NQ-RC13	Non-Qualified Endorsement
ICC12IRA-RC13	Traditional IRA Endorsement
ICC12ROTH-RC13	Roth IRA Endorsement

Other Endorsements

Enclosed for your approval are the following endorsements.

Endorsement No.	Description
ICC12GBENDORC13	Endorsement Applicable To The Termination Of An Optional Guaranteed Minimum Income Benefit And/Or The Termination Or Change Of An Optional Guaranteed Minimum Death Benefit Rider(s)
ICC12ATPRC13	Endorsement Applicable to the Asset Transfer Program
ICC12BONUSRC13	Endorsement Applicable To Credits and Earnings Bonuses

Previously Approved Endorsements to be used with the submitted forms

The previously approved endorsements that are shown below will be used in conjunction with the forms submitted herein. These forms were approved on 02/03/2012 under SERFF # ELAS-127985616.

ICC12INHIRARC12	Inherited Traditional IRA Endorsement
ICC12INHROTHRC12	Inherited Roth IRA Endorsement
ICC12QP-DCRC12	Qualified Plan – Defined Contribution
ICC12QP-DBRC12	Qualified Plan – Defined Benefit
ICC12SDCARC12	Endorsement Applicable to Special Dollar Cost Averaging
ICC12SMMDCARC12	Endorsement Applicable to Special Money Market Dollar Cost Averaging
ICC12CRT	Endorsement Applicable to a Charitable Remainder Trust

Applications

Enclosed for your approval are the following applications that will be used as described below.

Application Form No.	For Use with Sales of Contracts described below
2012 App 02 RC13	Wholesale application
2012 App 01 RC13	Retail Application
2012 App 02 RC13F	Farmer's Application
E 2012 E App 02 RC13	Chase Application

Applications will be available on an electronic basis through our "E-App" System and reflect the same questions and fields as those contained within the paper application. A client must meet the same proof of who he/she is criteria as is required with the paper application. The client elections will be reflected on the printed version of the electronic application and will be wet signed by the client.

It is also important to note that the application fields are also utilized through our third-party broker/dealer electronic processing order entry system. The agent/broker places an order for a contract through the home office. The data is then electronically transmitted to us and processed electronically. When we issue the contract, we will deliver the contract directly to the owner or send it to the agent/broker for hand delivery to the owner. After contract delivery, the customer has a free-look period during which the customer may cancel the contract and return it to the Company for appropriate refund. Essentially, this is how these financial firms do business. Broker/dealers have procedures under which producers affiliated with these distribution partners can submit customer requests for annuities electronically.

Any broker-dealer that sends information to us in this matter is required to have an anti-money laundering program process in place. This program requires a broker-dealer to 'know their client'. Upon receipt of information we verify the

client information from a third-party database, e.g., the client's name, SSN, date of birth and known addresses associated to the client from other financial accounts. In the event that a discrepancy exists between the information provided by the client, we then reach out to the agent or broker to resolve the discrepancy. Failure to resolve high concern issues results in the case being reported to our Anti Money Laundering Office for further instructions.

In addition to the above referenced policy forms, we have enclosed the Actuarial Basis Memorandum and Statements of Variability for the applicable enclosed forms.

We have reviewed Rule and Regulation 6 pertaining to variable annuity contracts, and to the best of our knowledge, with respect to the forms submitted, we are compliant therewith.

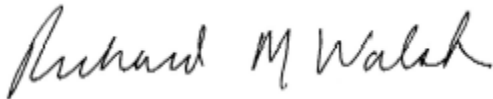
Federal Jurisdiction Exemption from Flesch Score

This contract is subject to federal jurisdiction and has been filed with the Securities and Exchange Commission. Accordingly, it is exempt from Flesch score requirements.

In order to meet our introduction date for this product, we are seeking an approval date on or about **January 15, 2013.**

Any questions pertaining to the actuarial information in this filing should be referred to Jeffrey Rait at (212) 314-2944. For any other questions or if you need additional information, you may contact me at (212) 314-3408 or Greg Prato at (212) 314-5710.

Sincerely,

A handwritten signature in dark ink, reading "Richard M. Walsh". The signature is written in a cursive, flowing style.

Richard Walsh
Assistant Vice President

Exhibit 1
New Forms Being Filed

RETIREMENT CORNERSTONE 13 – FORMS LIST

POLICY FORMS		FORM NO.
1.	B Share Data Pages	ICC12RC13DP-B
2.	L Share Data Pages	ICC12RC13DP-L
3.	CP Share Data Pages	ICC12RC13DP-CP
4.	TGAP 1 Data Pages	ICC12TGAP1
5.	TGAP 2 Data Pages	ICC12TGAP2
6.	TGAP 3 Data Pages	ICC12TGAP3
7.	GMIB Rider	ICC12GMIBRC13
8.	GMDB “Greater of”	ICC12GMDBGRRRC13
9.	GMDB HAV	ICC12GMDBHAVRC13
10.	GMDB HAV IB	ICC12GMDBHAV-IBRC13
11.	GMDB ROP	ICC12GMDBROPRC13
12.	Terminate/Change Optional Rider Endorsement	ICC12GBENDORC13
13.	ATP Endorsement	ICC12ATPRC13
14.	Tiered Bonus	ICC12BONUSRC13
15.	NQ Endorsement	ICC12NQ-RC13
16.	IRA Endorsement	ICC12IRA-RC13
17.	Roth Endorsement	ICC12ROTH-RC13
18.	ADL Application	2012 App 02 RC13
19.	Advisors Application	2012 App 01 RC13
20.	ADL Farmers Application	2012 App 02 RC13F
21.	Chase Application	E 2012 App 02 RC13

Exhibit II

Share Class Data Page Charge/Contribution Distinctions

The following chart highlights the new AXA Equitable Variable Annuity product-specific charges.

Product	B-Share	CP-Share	L-Share
Data Pages	ICC12RC13DP-B	ICC12RC13DP-CP	ICC12RC13DP-L
Daily Separate Account Charges	1.30%	1.65%	1.70%
Minimum Contributions	\$5,000	\$10,000	\$25,000
Withdrawal Charge(%)	7-yr (7/7/6/6/5/3/1/0)	9-yr (8/8/7/6/5/4/3/2/1/0)	4-yr (8/7/6/5/0)